

# ONTARIO HOCKEY FEDERATION



## **INSURANCE GUIDE**

Program Overview,  
Sanctioning Summary &  
Dryland Training Guidelines

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\*\*Requesting a Certificate of Insurance, please contact your OHF Member.

# SECTION I: INSURANCE PROGRAM OVERVIEW

As a Branch of Hockey Canada, the Ontario Hockey Federation (OHF) is a participant in the National Insurance Program. The mandate of the program is to ensure that adequate financial resources are in place to compensate those who are injured or who have suffered a financial loss as the result of their involvement in hockey.

## **Relationship to Risk Management**

Risk Management is the process of assessing potential variation in outcomes and then developing strategies to manage those areas where a resulting loss could have a negative impact on the organization's ability to achieve its objectives.

Insurance is one strategy used in hockey to manage the financial uncertainty of potential losses. Insurance by itself does not prevent or reduce the likelihood of injury or claim and that is why it is necessary to develop other strategies to reduce the severity or frequency of loss.

This section is designed to help hockey administrators better understand risk control with respect to event sanctioning, those events that are permitted or not permitted within the OHF and the insurance certificate request process.

## **OHF Structure**

The OHF is the largest Branch of Hockey Canada and operates within a specified jurisdiction in Ontario. The OHF is comprised of seven (7) Members and they are: Alliance Hockey (ALLIANCE), Greater Toronto Hockey League (GTHL), Northern Ontario Hockey Association (NOHA), Ontario Hockey Association (OHA), Ontario Hockey League (OHL), Ontario Minor Hockey Association (OMHA), and Ontario Women's' Hockey Association (OWHA). The OWHA is a provincial governing body for female hockey. All communication regarding insurance for female hockey in Ontario will be conducted through the OWHA and then OHF.

## **Types of Coverage**

Commercial General Liability Insurance:

This policy covers OHF members who have paid a premium or have had a premium paid on their behalf for their on and off ice activities while participating in Hockey Canada sanctioned hockey events. This policy is a Personal Injury and Property

Damage policy which covers up to \$20,000,000 of coverage for a single liability occurrence.

#### Accidental Medical/Dental Insurance:

This insurance augments Provincial, Medical, and Hospital plans and covers members against accidents which occur during participation in OHF sanctioned activities to the limits specified in the Hockey Canada policy (Limits and services covered are available at [www.hockeycanada.ca/insurance](http://www.hockeycanada.ca/insurance))

This policy can be used in two ways:

To provide coverage to those who may not be covered by any other group health plan or;

To supplement other similar coverage an individual or family may hold. (Note in this case proof of denial from the primary insurer must accompany all claims.)

#### Accidental Death and Dismemberment Insurance:

Covers death and very serious permanent injuries (as defined in Safety Requires Teamwork) incurred by a member while participating in a sanctioned event or while traveling directly to and from the arena or venue. This coverage is in addition to any other valid and collectible insurance policy.

#### Directors and Officers Liability:

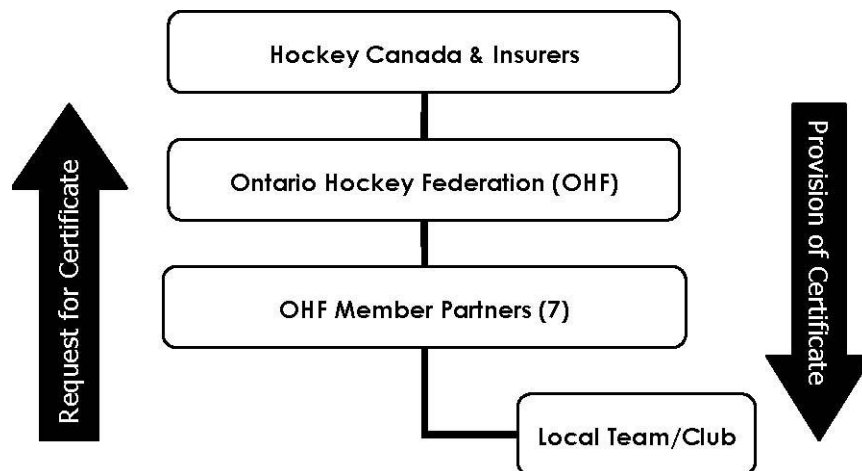
This policy covers the directors and officers of all Minor Hockey Associations, Junior teams, Female Hockey, Senior Hockey, Major Junior teams and leagues and Branches for their exposure to legal action arising from alleged wrongful acts, which they are believed to have committed while on the Board of Directors of one or more of these organizations.

#### Loss of Income Benefit:

In the event that an accident results in the covered member incurring a loss of earnings in excess of 14 consecutive days, we shall provide partial reimbursement for those earnings lost for the next 30-day period. We shall do this based on a \$250 per week/\$1,000 maximum per claim limit. For more comprehensive summary, please visit: [HockeyCanada.ca/Insurance](http://HockeyCanada.ca/Insurance)

## Communication

Communication within the Branch operates in two fashions: top-down and bottom-up. Local clubs are to communicate through their Member to the OHF and the OHF will communicate to local clubs through the Member.



## Insurance Certificate Request

Throughout the season a club may be asked to demonstrate proof of their insurance coverage to rent a facility or participate in an event. The certificate is issued by the Insurance Company to the party making the request. This is usually a facility, municipality, school board or shopping mall. What the certificate offers is proof that the group using their facility is covered by a policy in the event of an injury or other incident.

The process of issuing certificates is time intensive and requires varying levels of administration. As such, the OHF will not issue certificates to coaches, managers or clubs who want to know that they are covered for an event. This assurance can come from the OHF Member in some other format.

In order to provide a Certificate of Insurance the party requesting must contact their OHF Member.

## **The Link between Sanctioning & Insuring**

There is a direct link between “sanctioning” and “insurance”. Essentially, if an event is sanctioned then it is considered to be insured under the National Insurance Program. Sanctioning, or “approving of” an event can happen at three levels: Hockey Canada, the OHF and the OHF Member. At each of these levels of governance, activities and events will be considered for their risk and relevance to the game of hockey.

What local clubs need to be aware of is that each level of governance has the ability to strengthen the position of the level above. This is important because some of the activities that Hockey Canada will permit the OHF will not and thus the OHF Member will not permit. On the other hand, Hockey Canada and the OHF may permit certain activities that the OHF Member will not.

The OHF is comprised of seven Members, each with their own philosophy and regulations. In some circumstances one OHF Member may sanction an activity that another will not. In any and all cases, OHF Members will monitor and oversee the sanctioning of the events within their jurisdiction. Where there may be concern about the merit of an activity or event, the OHF Member should contact the OHF for clarification.

Any event that is sanctioned is thereby considered insured except in cases where the insurer, Hockey Canada, the OHF or the OHF Member has expressly indicated that such events are not sanctioned. **IF AN EVENT IS NOT SANCTIONED THEN IT IS NOT INSURED.**

The OHF recognizes the need for many hockey operations across the province to conduct internal and external fundraising to off-set the varying costs of participation. The need to fundraise cannot supersede the reasonable expectations of the organization to maintain safety for all participants and consideration of policy premiums for all participants within Hockey Canada.

## **Who is insured?**

The only people who are covered by the National Insurance Program are those individuals registered as Hockey Canada Participants (players, officials, coaches, trainers, named volunteers and staff). A facility may be added to the policy as "Additional Insured" for a specified event, and that event only.

Even though an event may be sanctioned, not all parties are necessarily insured. For instance, parents may be participating in a fundraiser, but not in a capacity that grants coverage. In such cases, additional coverage should be purchased from a local broker for a special event.

There are also circumstances where an event falls outside the scope of the insurance policy or the guidelines established by Hockey Canada and the OHF and as a result there is no coverage afforded to any participants. When this situation arises and event organizers intend to proceed with the event they must indicate to the participants in some reasonable way that the event is not covered by Hockey Canada Insurance. As a protective measure for both the participants and the organizers it is highly recommended that an alternative source of insurance be obtained to cover the event. Special Events policies can be sourced through local brokers, or through Hockey Canada's broker, B.F. Lorenzetti. Please note that if a team or Association wishes to pursue an event that is not sanctioned by the OHF then that team will not be able to present themselves under the OHF Identity for that particular event and the person who signs off on the event will be personally taking on all liabilities for that event. Please see "Hold Harmless & Facility Lease agreements on Page 21 for more information on what this entails.

## **Eligible OHF Events & Activities**

The National Insurance Program is designed to meet the insurance needs of participants engaging in the game of hockey and related activities. Over the years, the definition of "related activities" has been challenged. Generally speaking, the further you move away from the ice, the further you are stretching the intent of the policy. Naturally all approved games, practices and tournaments are covered. Fundraising events can vary substantially and this may create some confusion.

The charts beginning on page 7 illustrate events that are eligible for consideration by the OHF. If your event is on this list and you have met with any and all conditions, then it

can be considered eligible for insurance coverage, however a request must still be made through the Member in order to obtain an insurance certificate. If the event is not on this list then you may assume that is not eligible and you must contact your OHF Member office.

Please note that insurance coverage for each of the following events or activities is provided for the registered participants only. Event/Activity organizers should purchase a separate "Special Events" policy where non-participants may be in attendance.



**Eligible OHF Events & Activities:**

**\*Sanctioning from Member Required:**

<b>Event</b>	<b>Notes and Conditions</b>
Ice and Facility Rentals	<ol style="list-style-type: none"><li>1. Coverage only applies where agreement does not include a “Holds Harmless” clause. Where agreement includes such a clause, the burden of responsibility lies with the signor and not Hockey Canada.</li><li>2. If the contract requires minor hockey to indemnify and hold harmless the municipality or facility owner, and if it does not contain a phrase limiting minor hockey’s responsibilities to claims arising out of minor hockey’s activities, then the following should be added to the indemnification and hold harmless section of the agreement:  <b>“Except claims arising from the negligence or responsibility of the lessor/ municipality or facility owner”.</b></li></ol>
Team Bus Rentals	<ol style="list-style-type: none"><li>1. Would cover our members only.</li><li>2. Would not cover driver or the bus itself.</li><li>3. Ensure bus company has appropriate liability insurance.</li><li>4. Ensure drivers are appropriately licensed.</li><li>5. Bus should only be used for team related travel.</li></ol>

Guest coaches on or off ice	<ol style="list-style-type: none"> <li>1. Must carry their own liability insurance, will not be covered by Hockey Canada unless registered with the Branch. They should be asked to produce a certificate of liability.</li> <li>2. Coaches should be screened as per Branch requirements.</li> </ol>
<b>On-Ice Events</b>	
Exhibition Games (including international)	<ol style="list-style-type: none"> <li>1. Must be sanctioned by the Member.</li> <li>2. Both teams must be properly registered.</li> <li>3. Full equipment is to be worn.</li> <li>4. Registered officials must be used to officiate.</li> <li>5. Where a game is between a male and a female team body checking is not permitted.</li> <li>6. No Bodychecking in House League.</li> </ol>
On-Ice Team Pictures	<ol style="list-style-type: none"> <li>1. Ensure set up prior to players lining up.</li> <li>2. If possible take picture against bench area.</li> <li>3. Players come off bench right into picture staging.</li> <li>4. Players should not be allowed to skate around without a helmet.</li> <li>5. Action shots without helmets are not permitted.</li> </ol>
Skate-a-Thons	<ol style="list-style-type: none"> <li>1. We cover our members only.</li> <li>2. All players must wear helmets, full facial, neck guards, elbow pads and hockey gloves.</li> <li>3. No hockey is permitted, skating only.</li> </ol>

Canada's National Team	<ol style="list-style-type: none"> <li>1. These events are conducted under the guidelines of Hockey Canada and the Member hosting the event.</li> </ol>
Celebrity Hockey Games/Benefit Games	<ol style="list-style-type: none"> <li>1. Only with respect to insuring the players and volunteers that are registered with the OHF.</li> <li>2. Games should be non-contact.</li> <li>3. A contract or agreement with the celebrity team which includes a request for a certificate of liability should be considered.</li> <li>4. It will not cover non Hockey Canada participants such as celebrities.</li> </ol>
Tournaments	<ol style="list-style-type: none"> <li>1. Must be sanctioned by the Member.</li> </ol>
Canadian University and College Teams/High School Hockey	<ol style="list-style-type: none"> <li>1. Participants must be registered within the OHF and off-ice team activities would require sanctioning by the Member.</li> </ol>
Hockey Canada Teams vs USA Hockey Teams	<ol style="list-style-type: none"> <li>1. Must be USA Hockey sanctioned teams.</li> </ol>
Exhibition games involving CIS, NCAA, and OCAA teams	<ol style="list-style-type: none"> <li>1. Must be sanctioned by the Member/OHF.</li> </ol>
Summer Evaluation & Conditioning Camps	<ol style="list-style-type: none"> <li>1. Only if approve by the Member.</li> <li>2. All aspects of the camp would have to be submitted to the Member to ensure that all players and personnel are registered within the OHF and that all conditioning activities were stated on the request for insurance.</li> <li>3. Activities such as Under 17 camps are approved.</li> </ol>

Three on Three Hockey	<ol style="list-style-type: none"> <li>1. Must be approved by the Member.</li> <li>2. Players must wear full equipment.</li> <li>3. Proper supervision is necessary.</li> </ol>
<b>Off-Ice Events</b>	
Fundraising or year-end event (i.e. banquet, auction) without alcohol.	<ol style="list-style-type: none"> <li>1. Specific details of the event should be outlined on the request for insurance.</li> <li>2. The event must be solely organized by the team or association.</li> <li>3. Food being catered and/or prepared by a reputable catered or restaurant is acceptable.</li> <li>4. Potluck formats will not be considered. The event itself will be covered but not the food service in this case.</li> </ol>
Fundraising or year-end event (i.e. banquet, auction) with alcohol.	<ol style="list-style-type: none"> <li>1. Facility ownership must be responsible for the serving of alcohol.</li> <li>2. Facility ownership must obtain all required permits to buy and sell alcohol.</li> <li>3. Events being held on a continuous basis will not be considered.</li> <li>4. Proper security measures should be taken.</li> <li>5. Bartenders should have training such as "SMART SERVE".</li> <li>6. Events involving minors will not be considered.</li> <li>7. Spouses and non-members are not covered under HC insurance.</li> <li>8. Food being catered and/or prepared by a reputable caterer or restaurant is acceptable.</li> <li>9. Potluck formats will not be considered. The event itself will be covered but not the food service in this case.</li> </ol>

<p>Dryland Training for registered participants/conditioning camps for registered participants.</p>	<ol style="list-style-type: none"><li>1. As approved by the OHF – all activities would have to be submitted to the Member to ensure that all players and personnel are registered within the OHF and that all conditioning activities are set to the Member for approval.</li><li>2. Other sporting activities such as basketball, soccer etc. are not acceptable activities as the Hockey Canada Insurance policy is not designed to cover other sports. <b>Note that floor hockey is acceptable assuming players are wearing helmets, facemasks, gloves and elbow pads.</b></li><li>3. All activities must be low risk in nature.</li><li>4. Leaders with knowledge in this area are recommended.</li><li>5. Proper Risk Management must be incorporated into all dryland activities!</li></ol>
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<p>Chuck the Puck</p>	<ol style="list-style-type: none"> <li>1. Use soft rubber pucks.</li> <li>2. Only cover our members.</li> <li>3. We do not insure prizing.</li> </ol>
<p>Development Seminars.</p>	<ol style="list-style-type: none"> <li>1. This is a direct approved function of the Member/Branch and directly related to the activities of the Member/Branch and the playing of the sport. These events would be sanctioned.</li> </ol>
<p>Mall Display and/or Mall Registration Booth.</p>	<ol style="list-style-type: none"> <li>1. Requires appropriate adult supervision if players are involved.</li> <li>2. Any mall contracts should be reviewed for hold harmless clause.</li> </ol>

<p>Gambling, Lotteries (50/50, Raffle Tickets, Hockey Pools).</p>	<ol style="list-style-type: none"> <li>1. Requests for insurance should include all activities related to selling of the tickets and supervision if applicable.</li> <li>2. Activity must comply with municipal and provincial legislation.</li> <li>3. We only insure our members as they sell the tickets, pool squares etc. We do not insure the lottery itself.</li> <li>4. Prizing cannot involve alcohol.</li> </ol>
<p>Door-to-Door Selling, personal fundraising, cookies, candy bars, etc.</p>	<ol style="list-style-type: none"> <li>1. Door-to-door sales are permitted only with appropriate adult supervision to reduce the risk of young players entering the homes of unknown persons.</li> <li>2. Requests for insurance should include all activities related to the event including times, dates, and type of supervision if applicable.</li> </ol>
<p>Snack Bar, Concessions.</p>	<ol style="list-style-type: none"> <li>1. Snack Bar operators should be appropriately trained.</li> <li>2. Registered participants under the age of 16 are not permitted to use deep fryers.</li> <li>3. Deep fryers must comply with local fire code and inspections.</li> <li>4. Contract should be reviewed for hold harmless clause (see ice and facilities rental above)</li> <li>5. Ensure proper adult supervision and risk management steps are in place.</li> </ol>

<p>Parades – walking or riding on floats</p>	<ol style="list-style-type: none"> <li>1. As long as the person/organization running the float has proof that the float is insured than this would be acceptable.</li> <li>2. The players would also be insured if walking in the parade, however it must be made clear that we only insure our players and not the parade.</li> <li>3. Appropriate adult supervision required.</li> </ol>
<p>Bottle drives, tree sales, donation drives, shoe shines, car wash,</p>	<ol style="list-style-type: none"> <li>1. Requires appropriate adult supervision and risk management to prevent injury to participants.</li> <li>2. Requests for insurance should include all activities related to the event including times, dates, and supervision if applicable.</li> </ol>
<p>Snow shoveling/Leaf Raking</p>	<ol style="list-style-type: none"> <li>1. No mechanical devices such as snow blowers or leaf mulchers allowed.</li> <li>2. Adult supervision if going door to door.</li> </ol>



<p>Bingos</p>	<ol style="list-style-type: none"> <li>1. These are acceptable taking into consideration the selling of alcohol and Provincial laws.</li> </ol>
<p>Skating on rivers/ponds</p>	<ol style="list-style-type: none"> <li>1. Before being considered there would have to be very specific guidelines with respect to safety and risk management including an Emergency Action Plan and adequate adult supervision.</li> <li>2. It is suggested that the parameters around the activity be closely reviewed prior to this type of event being sanctioned including requirements for ice thickness.</li> </ol>
<p>Adult Recreational Hockey</p>	<ol style="list-style-type: none"> <li>1. If the teams are registered with the OHF they would be insured.</li> </ol>
<p>Private Hockey Schools</p>	<ol style="list-style-type: none"> <li>1. Private hockey schools are not members of Hockey Canada/the OHF.</li> <li>2. Insurance coverage cannot be extended even in cases where the local association wishes to coordinate a summer hockey school.</li> </ol>
<p>Equipment Exchanges</p>	<ol style="list-style-type: none"> <li>1. Cover our members only</li> <li>2. Re sale of helmets or facial protection not allowed.</li> </ol>
<p>National Hockey League (NHL) and other professional players participating in an event/practice/includes NHL guest coaches.</p>	<ol style="list-style-type: none"> <li>1. Professional salaries are very high and an accident could be very costly.</li> <li>2. Players would be permitted to participate in autograph sessions, awards presentations, and</li> </ol>

	<p>appearances however would not be covered under HC insurance</p> <ol style="list-style-type: none"> <li>3. Players would not be covered for any activity on the ice. The only exception would be those Major Junior players that have played that year on a Major Junior team. If player or coach is on ice they should produce a certificate of liability.</li> <li>4. A contract or agreement with the celebrity which includes a request for a certificate of liability should be considered.</li> </ol>
Off ice team activity that includes siblings and parents (e.g. in hotel while at tournament)	<ol style="list-style-type: none"> <li>1. Will cover our members only.</li> <li>2. Must be a team event, we will not consider insuring activities done as a family or group of families.</li> </ol>
Team events at private residences	<ol style="list-style-type: none"> <li>1. Hockey Canada will not cover events at a private residence including off-ice training and team parties.</li> </ol>
Running Food Concession at Fairs, storefronts etc.	<ol style="list-style-type: none"> <li>1. Food must be supplied by professional supplier.</li> <li>2. If players involved adult supervision is necessary.</li> <li>3. If BBQ or deep fryer being used adults must cook.</li> <li>4. All health code requirements must be met.</li> <li>5. If on private property liability insurance of property owner should be confirmed.</li> <li>6. Any contracts should be reviewed for hold harmless clause prior to signing (see ice and facilities rental above).</li> <li>7. Sales in front of liquor stores or non- reputable businesses not permitted.</li> </ol>
Frozen Food Sales	<ol style="list-style-type: none"> <li>1. Must be properly overseen by adults to ensure food is stored and delivered properly.</li> </ol>

	2. Frozen food must be prepared by a professional company.
Pool Tables/Ping Pong	<ol style="list-style-type: none"> <li>1. Proper supervision required.</li> <li>2. Eye protection for ping pong.</li> <li>3. Alcohol should not be available if minors involved.</li> </ol>

### Ineligible Activities

There are events that have previously led to injury claims or conflict with OHF programs, regulations or philosophy. Based on sound risk management, these events have been disallowed within the OHF. As a result, these events are not covered by Hockey Canada. The following is an on-going list of events that are **not sanctioned** by the OHF:

The Definite “NO” List (HIGH RISK)	Comments
Road Blocks/Roadside cleanup	1. Considered high risk events.
Non-Hockey related activities	1. Hockey Canada insurance not designed to cover non-hockey related activities.
Car Rallies	1. Considered high risk events.
Community Festivals	1. Community Festivals will likely have their own insurance. Hockey Canada will not cover the event; <b>rather provide coverage for registered hockey participants only.</b>
Other Sport Activities. Examples include: <ul style="list-style-type: none"> <li>• Ball Hockey or street hockey</li> <li>• Slo-Pitch</li> <li>• Basketball</li> <li>• Soccer</li> <li>• Baseball</li> <li>• Bowling</li> <li>• Golf</li> </ul>	1. Hockey Canada insurance is not designed to cover other sporting activities.

Concerts	1. High risk event, often involves alcohol being served and there is a large concentration of people.
Wood-Splitting	1. High Risk Event
Grass cutting	1. High Risk Event
Bon Fires	1. High Risk Event
Teen dances with no alcohol	1. High Risk Event
Tobogganing Parties	1. High risk Event
Dunk Tanks	1. High Risk Event
Team assisting with putting up Christmas lights	1. High risk event
Rock Climbing	1. High risk event
Laser Tag	1. High risk event
Blueline Club, Canteen, Beer Tent	1. If these are ongoing initiatives as opposed to a one-time event they should not be considered. Separate insurance should be obtained for these initiatives.
Non-Sanctioned Summer Hockey – Camps, Practices, Leagues	1. These leagues are required to obtain their own insurance.
Any lease agreement with a clause that transfers the financial burden to the team for facility negligence.	1. Our insurers are not prepared to take responsibility for accidents that occur beyond scope of hockey related activities.
Dances (as fundraisers for players or parents).	1. Issues are many with this type of event including under aged drinking, fights, lack of security
Swimming or water activities such as tubing	1. Water activities considered high risk and cannot be sanctioned
Exhibition games involving non- registered participants (including parents , siblings and outlaw leagues).	1. Hockey Canada stipulates that teams are covered only when playing other member teams.
Bake Sales and Pot Luck Dinners	1. Lack of control over food preparation 2. Food allergies

There may be additions to this list so please contact your OHF Member or the OHF for more information or if you are unsure of whether or not your event is sanctioned.

## **“Hold Harmless” & Facility Lease Agreements**

Before signing any facility lease agreement read the following information carefully.

The term “Hold Harmless” is used to describe a clause in an agreement that will transfer certain financial responsibilities from one entity to another. For instance, a recreational facility may transfer the financial responsibility to the team for any injury or damage resulting from the team's activities. This is permitted under Hockey Canada Insurance. However, some facilities will try to transfer the financial responsibility to the team for any injury or damage that is the result of their own negligence or actions. This is not permitted under Hockey Canada Insurance.

Hockey Canada Insurance will insure the hockey participants and their actions but not the operations of the recreational facility. Therefore, by signing an ice rental agreement with this type of clause, the person who signs it on behalf of the team or club is taking full responsibility for how the facility is managed or mismanaged. This includes maintenance, air quality, ice condition, security, emergency exits, wet spots on the floor, ammonia leaks, crowd control, non-functioning smoke detectors, faulty sprinkler system, structural defects and others that may arise.

The following situations demonstrate the effective difference between an acceptable agreement and one that is not:

### **Hold Harmless against damages arising from team's activities.**

The Oakdale Honey Bees have just completed their practice and have left the ice surface. As the last coach leaves the ice, they do not close the gate. The Oakdale Honey Bees dressing room door is located directly across from the ice surface and the gate. The next team begins to skate while waiting for the ice resurfacing to begin. An errant shot from one of the players goes through the gate, down the short hall and through the Honey Bees dressing room door where it strikes a player in the face. The resulting injuries are a directly caused by the action of the team not closing the dressing room door or the gate from the rink. The ice rental agreement the organization signed included a clause to transfer the responsibility of damages resulting from the team's activities to the team. As a result the facility is not liable for the damages caused by the team's activities. Hockey Canada Insurance is liable for the damages caused by the team's activities.

This situation is acceptable to the insurance company and to Hockey Canada. While it is preferred that teams engage in safe risk management practices the purpose of the insurance policy is to cover situations when accidents occur.

**Hold Harmless against all damages including facility negligence or actions.**

The Dorchester Lions are playing their final league game at the Dorchester Arena. During the game a lighting fixture falls from the rafters and lands on one of the players causing major injuries. The shattering of glass and metal pieces causes minor cuts to an on-ice official. The ice rental agreement the organization signed included a clause to transfer the responsibility of damages resulting from the facility's negligence or actions to the Dorchester Lions. As a result, the facility is not liable for the damages caused by the lighting fixture falling. Hockey Canada Insurance is not liable for the damages caused by the lighting fixture falling. The person(s) who signed the ice rental agreement are responsible for the damages. As a result, any assets held by that person or persons may be seized to cover the costs associated with the damages. This may include homeowner insurance, business assets, household assets, and future wages.

No volunteer should bear the burden of this responsibility. That is why every organization that signs an ice rental agreement is required to read carefully the contents of that agreement. If they are unsure of the language or any clause it is best to send the agreement to the OHF through their Member Partner for review before signing anything.

Example of an Unacceptable Hold Harmless Clause

"The Licensee acknowledges that its use of the Facility for the indicated Sport involves inherent dangers, including the risk of serious and permanent injury or death of participants and spectators, and the Licensor assumes no risk with respect to any injury or death or loss of or damage to property suffered by any person, including any of the Licensee's members and/or participants and spectators of the Licensee's events, regardless of whether such participant(s) signed a waiver of liability or other form of consent, or if for any reason any such waiver or consent is invalid or not binding. The Licensee, for itself, each member comprising the Licensee and each spouse, legal representative(s), heirs, executors, administrators and assigns of each member comprising the Licensee hereby releases, waives, discharges, holds harmless and indemnifies \_\_\_\_\_ and their officers, directors, trustees, employees, agents and contractors (collectively, the "Indemnified Parties") from any and all damages, claims,

liabilities, costs and expenses of any kind, including all legal fees on a solicitor and his client basis incurred or suffered by the Indemnified Parties or any of them directly or indirectly arising out of any use whatsoever by the Licensee, its members and/or participants and spectators of the Licensee's events, whether occurring prior to, during, or after the event, and whether or not such use is contemplated by this Agreement, and **whether or not caused or contributed to by the negligence of the Indemnified Parties.**" This statement is what makes the clause unacceptable as it holds the rentee liable for the negligent acts of the renter, something which the rentee has no control over.

#### Example of an Acceptable Hold Harmless Clause

"The Indemnitor agrees to indemnify, defend, and hold harmless the \_\_\_\_\_, its agents, servants, employees, trustees, officers, and representatives from any and all liability, loss, or damage that the \_\_\_\_\_ may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including attorneys' fees, asserted against or incurred by \_\_\_\_\_ arising out of, during, or as a result of the \_\_\_\_\_ rental of certain property to the Indemnitor, **except any liability, loss, or damage that is the result of or arising out of the sole negligence of the Indemnity, its agents, servants, and employees**" Look for this type of wording in your indemnity/Hold Harmless Clause to ensure you are not being held liable for negligent acts of the renter.



## **SECTION II: DRYLAND TRAINING SUPPLEMENT**

### **Relationship to Risk Management**

Risk Management is the process of assessing potential variation in outcomes and then developing strategies to manage those areas where a resulting loss could have a negative impact on the organization's ability to achieve its objectives.

Strength and conditioning programs are on the rise, and more hockey participants are becoming involved in this secondary program. It falls to the governing bodies to acknowledge the relative risks and devise strategies to manage them. For instance, there is the risk that a player may be injured during the course of an activity because the Instructor is unqualified and provides poor instruction or supervision.

This section is intended to provide education, awareness and guidance regarding the risks of dryland strength and conditioning training and potential strategies to offset risk and increase participant safety and well-being.

### **OHF Position on Sanctioning Dryland Training**

For dryland strength and conditioning programs to meet the sanctioning requirements of the OHF and to be insured by Hockey Canada, the following guidelines must be considered and specific requirements met.

## **Overview of Dryland Training**

Most would agree that being physically fit is an important part of the overall development of children and youth. Various studies have demonstrated that children and youth who participate in sport and physical activity generally have higher self-esteem, increased self and body image, improved grades in school, are less likely to engage in dangerous or illegal activities (like drug use), are less likely to become teen parents, and are less likely to develop diseases like diabetes, breast cancer and obesity related health conditions. Physical fitness also plays an expanding role in the development of a player's ability in hockey. As players move into higher divisions and more competitive levels of play, physical fitness will become more important for optimal performance.

Historically speaking, strength and conditioning training for a pre-pubescent child was not always well looked upon by the medical field<sup>1</sup>. General consensus was that strength training in pre-pubescent children could not enhance strength because of the lack of available hormones required to build muscle. However, it seems these beliefs were based on relatively few studies and may not have taken significant factors into consideration<sup>2</sup>. Today studies have shown that strength gains can be achieved in boys and girls with properly designed and supervised training programs<sup>3</sup>.

It is important to recognize that children and youth are not simply smaller adults. Emotionally, cognitively and physically they require special considerations and a different approach to strength and conditioning programs than do adults.

The OHF recognizes that strength and conditioning programs can play an important role in minor hockey. Such programs are safe when properly designed and supervised; and can increase children's strength, fitness skills, sports performance, psycho-social well-being and overall health. In addition, the benefits of strength and conditioning training may include injury protection as muscle strength increases the stability of joints. However, it is important to take certain precautions when training young players.

This document has been developed to provide a framework for strength and conditioning activities that take place under the auspices of the OHF and with appropriate Hockey Canada insurance coverage.

## **Definition of Dryland Training**

Strength and conditioning, also referred to as "Dryland Training", includes activities prescribed and supervised by a certified trainer in a specific location for the purposes of enhancing overall fitness that includes cardiovascular endurance, muscular strength and general flexibility. Strength and conditioning programs will be approved as a team activity and not on an individual basis.

Strength and conditioning programs will supplement on-ice training programs;

Strength and conditioning activities will be prescribed and supervised by a certified Instructor.

Strength and conditioning activities will take place in the presence of Speak Out or Respect in Sport Activity Leader certified team or organization personnel.

Strength and conditioning programs do not include (at least for the purposes of defining it for insurance coverage), individual personal training or training sessions done on the player's own time (i.e. running, swimming, biking), participation in other sporting activities (like, but not limited, to floor or ball hockey), or any activity not expressly defined in this document.

## **Importance of Supervision**

It has been estimated that 80% of all court cases (United States) concerning athletic injuries deal with some aspect of supervision<sup>4</sup>. Although serious accidents are rare in supervised exercise programs, the liability costs associated with inadequate supervision are very expensive.

The main causes of these accidents are poor facility maintenance, defective equipment, and inadequate instruction or supervision.

# DRYLAND TRAINING GUIDELINES

## 1. Safety

The same principles for safety apply to the facility and equipment for strength and conditioning training as those for on-ice activities. This includes consideration of the condition of the facility, location, lighting, ventilation, other patrons, personnel, equipment, and other similar items.

It is the responsibility of the team and/or organization personnel to ensure that the facility and equipment being utilized for the purposes of strength and conditioning meet applicable safety standards. If there is doubt about the safety of the facility, equipment or instructor, the team/organization personnel should stop the program.

## 2. Emergency Planning

An emergency action plan is a written document that details the proper procedures for caring for injuries that may occur to participants during activity. While all strength and conditioning facilities should have such a document, it is important to appreciate that the document itself does not save lives. In fact, it may offer a false sense of security if it is not backed up with appropriate training and preparedness. This plan should align with the Emergency Action Plan found in the Hockey Canada Trainer's Program, Hockey Canada's Safety Requires Teamwork, or Hockey Development Centre of Ontario Hockey Trainers Certification Program (HTCP).

The Instructor, or other team personnel, must develop a written, venue-specific emergency action plan to deal with injuries and reasonably foreseeable events within each facility. The plan must be shared with the players and be posted during strength and conditioning training sessions. As part of the plan, a readily accessible and working telephone must be immediately available to summon on premise and/or off-premise emergency assistance.

The components of a written and posted emergency action plan must include: planned access to a physician and/or emergency medical facility when warranted, including a plan for communication and transportation between the venue and the medical facility; appropriate and necessary emergency care equipment on-site that is quickly accessible; and a thorough understanding of the personnel and procedures associated with the plan by all individuals.

All participants should know the Emergency Action Plan and the proper procedures for dealing with an emergency (i.e. location of phones, activating emergency medical

services, designated personnel to care for injuries, ambulance access, and location of emergency supplies).

All participants should review and practice emergency policies and procedures regularly.

All participants should adhere to universal precautions for preventing exposure to and transmission of blood-borne pathogens.

### **3. Instructor**

Whether the players improve their overall physical wellbeing and whether that translates to on-ice success is a by-product of a well-managed strength and conditioning program. Selecting a qualified and appropriate Instructor is vital to achieving the desired level of success.

The Instructor must have a valid Criminal Records Check and Vulnerable Sector Screening as well as Speak Out or Respect in Sport Activity Leader certification. The Instructor must provide proof of insurance coverage when requested.

The Instructor must be certified by an accredited organization. The following is a list of recommended organizations. There may be others that are not listed here, please check with your Member for approval.

- Ontario Physiotherapy Association (OPA)
- Ontario Kinesiology Association (OKA)
- Ontario Athletic Therapist Association (OATA)
- Ontario Association of Sport and Exercise Science (OASES)
- International Sport Science Association (ISSA)

The Instructor should achieve and maintain professional certification(s) and follow the applicable code of ethics.

The Instructor should have experience with children and strength and conditioning training.

When teaching new exercise, the Instructor should have the child perform the exercise under his or her supervision.

The Instructor should cooperate with a player's health care providers at all times, and provide service in the participant's best interest according to instructions specified by such providers.

#### **4. Program Design**

Strength and conditioning programs are to be designed and supervised by a certified Instructor and executed under the supervision of Speak Out or Respect in Sport Activity Leader certified team personnel.

Parents are to be informed of strength and conditioning programs, including content, requirements for attendance, fees, location and schedule prior to the commencement of the activity.

Strength and conditioning activities should be planned and the requisite number of qualified staff should be available.

Younger participants, novices or special populations engaged in such strength and conditioning activities should be provided with greater supervision.

Resistance training should supplement rather than replace other forms of physical activity.

The correct techniques should be taught for each exercise performed.

The size of the exercise equipment used should correspond to the size of the child.

#### **5. Location & Equipment**

The OHF recommends that training sessions take place in accredited fitness facilities. The Accredited Fitness Appraisal Centres (AFAC) designation insures that minimum standards have been developed for personnel, the tests and equipment utilized, and the emergency procedures followed for use in a fitness centre. However, in circumstances where this is not possible, the following guidelines are suggested:

Strength and conditioning programs should take place in a safe environment (such as a gymnasium or other fitness facility with attention given to the lighting conditions, air quality and overall layout of facility) to ensure optimal supervision;

Exercise devices, machines and equipment—including free weights—should be assembled, set up and placed in activity areas in accordance with manufacturer's instructions, tolerances and recommendations and with accompanying safety signage, instruction placards, notices and warnings posted or placed according to relevant standards so as to be noticed by users prior to use. In the absence of such information, Instructors must complete these tasks in accordance with authoritative information available from other sources.

Prior to being put into service, exercise devices, machines or free weights must be thoroughly inspected and tested by the Instructor to ensure that they are working and performing properly, and as intended by the manufacturer.

Exercise machines, equipment (such as resistance balls and bands) and free weights must be inspected and maintained at intervals specified by manufacturers. In the absence of such specifications, these items must be regularly inspected and maintained according to the Instructor's professional judgment.

Exercise devices, machines, equipment and free weights which are in need of repair, as determined by regular inspection or as reported by users, must be immediately removed from service and locked "out of use" until serviced and repaired and be reinspected and tested to ensure that they are working and performing properly before being returned to service.

Instructors and Team personnel should ensure that facilities are appropriate for strength and conditioning activities. Factors to be reviewed and approved prior to activity include, but are not limited to, floor surfaces, lighting, room temperature and air exchanges.

All equipment, including free weights, should be cleaned and/or disinfected regularly as deemed necessary by staff. Users should be encouraged to wipe down skin-contact surfaces after each use.

## **6. Supervision**

Appropriate supervision of players participating in strength and conditioning activities is the primary and most significant tool we have in reducing injury or incident.

Participants must be properly supervised and instructed at all times to ensure maximum safety.

There must be a minimum of two (2) certified team or organization personnel per team in attendance at each strength and conditioning activity in addition to the instructor(s).

Players will not be alone or left unsupervised with the Instructor at any time.

The Instructor should have a clear view of all areas of the facility, or at least the zone being supervised by each Instructor.

The Instructor should be in close proximity to the group of participants under his or her care in order to see and communicate clearly with the participants and have quick access to participants in need of immediate assistance.

In combination with appropriate safety equipment, attentive spotting must be provided for participants performing activities where free weights are supported on the trunk or moved over the head/face.

## **7. Frequency, Intensity & Duration**

The program design is the responsibility of the designated Instructor. This information below will help participants to understand what they can expect and what might be considered excessive.

All training sessions should be preceded by a warm-up routine and followed by cool-down period.

Resistance training should supplement rather than replace other forms of physical activity.

There should be a gradual progression in the training intensity.

To introduce the participant to specific strength training exercises, it is recommended that no load be used initially. Later, once the participant has mastered the technique of the exercise, gradual loads can be introduced. If the participant's technique begins to break down, the load must be reduced to a point at which the correct technique is restored.

All exercises should be performed in a controlled manner, throughout a full range of motion. Training programs should centre on the "high repetitions - low loads" principle.

The maximum number of formal training sessions, including resistance training, per week for children up to twelve (12) years of age should not exceed three (3). Each training session should last no longer than ninety (90) minutes. Resistance training should never exceed three (3) sessions per week.



## **8. Monitoring & Evaluation**

Appropriate and timely feedback will help players to maximize their potential gains in strength and overall conditioning.

Instructors should include an evaluation and monitoring system to provide growth and development feedback to the players.

Players should be evaluated a minimum of three (3) times during the course of the program or season – at the beginning, middle and end.

## **9. Age Specific**

As children progress in physical and psychological maturation their capacities will change. Recognizing the differences between young children and older adolescents is important in program design and safety.

Strength and conditioning programs are not permitted for participants under the age of seven (7), even if that player is playing on a team in a higher division.

Strength and conditioning programs with additional restrictions are permitted for preadolescent participants (prior to the onset of puberty). Strength and conditioning programs with fewer restrictions are permitted for adolescent participants (post onset of puberty).

Children between seven (7) and fourteen (14) years of age who have reached a level of maturity allowing participation in specified strength and conditioning activities (as determined and certified by their medical care provider and after clearance for participation) should be individually assessed by the strength and conditioning Instructor in conjunction with the child's parent(s)/guardian(s) to determine if they may engage in such activities. If so permitted, such activities should be developed and implemented according to the Instructor's professional judgment, in conjunction with the child's health care provider(s), and with a greater degree of instruction and supervision than that supplied to adolescents and adults.<sup>5</sup>

Children fourteen (14) years of age and older who, according to the strength and conditioning Instructor's professional judgment, have reached a level of maturity allowing them to engage in specified strength and conditioning activities (provided they have been appropriately cleared for participation by parent(s) or guardians and health care provider(s), may engage in such activities in areas containing free weights and exercise devices/machines generally used by adults, but with a greater degree of instruction and supervision than that supplied to adult populations while training.<sup>6</sup>

## **10. Compliance**

A team engaging in strength and conditioning activities will demonstrate compliance with the requirements within these guidelines prior to receiving an Insurance Certificate by sharing that information with their OHF Member.

# GUIDELINES FOR PARTICIPANTS

## Guidelines for Parents

- Be informed Speak to the Instructor regularly
- Obtain regular updates on player's progress
- Obtain medical advice prior to start of strength and conditioning activities
- Speak to your child
- Be aware of any use of performance enhancing techniques
- Ensure there is proper supervision and attention before leaving your child
- Request references and credentials from of the Instructor from the team staff

## Guidelines for Players

- Be aware of your physical limitation
- Ask questions if you are unsure
- Do not attempt any exercise that you are uncomfortable with

## Guidelines for Team Coaches & Trainers

- Read this guideline and share with coaches
- Make information available
- Be vigilant
- Ensure proper insurance coverage is in place
- Properly screen Instructors prior to activity
- Obtain references and credentials from  
Instructor and share with parents
- Never force a player to do an exercise
- Ensure a safe environment
- Be sensitive to players' limitations (never humiliate a player)

## **Guidelines for Organizations**

- Read this guideline and Inform coaches
- Make information available
- Be vigilant
- Be informed – know which teams are participating in strength and conditioning activities
- Ensure proper insurance coverage is in place
- Never force a player to do an exercise
- Ensure a safe environment

## References

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