

## INSURANCE REQUIREMENTS FOR INSTRUCTORS AND PROVIDERS

### 1. City Insurance.

1.1 Blanket Accident Insurance. Instructor acknowledges that City carries a blanket accident insurance policy (“Accident Policy”) that provides first party insurance coverage to Instructor in the event of a covered loss. This Accident Policy will be excess to any other insurance policies that the Instructor carries. Instructor is responsible for reading and understanding the entire Accident Policy, including, but not limited to, any exclusions to coverage.

1.2 Commercial General Liability. Instructor acknowledges that the City also carries limited participant liability coverage for certain designated sport or athletic contests or exhibitions under its commercial general liability insurance policy (“City CGL Policy”). The City CGL Policy is intended to protect the City from third-party claims for personal injury and property damage. Instructor is responsible for reading and understanding the entire City CGL Policy, including, but not limited to, any exclusions to coverage. If the Program is excluded from coverage or not covered for any reason under the City CGL Policy, then Instructor will provide or caused to be provided the commercial general liability insurance set forth in section 2 of this Exhibit B. Each Program Participant is required to pay City the applicable fee associated with maintaining such insurance coverage prior to beginning the Program. Instructor is responsible for ensuring that each Program Participant has fully paid the City the applicable fee, which will be in addition to any Program Fees.

1.3 Claims. Instructor will be responsible for ensuring that any claim under the Accident Policy and City CGL Policy are properly reported to City and that all necessary paperwork is completed and submitted to appropriate entity in a timely manner.

1.4 Liability. City’s liability, if any, to Instructor under this Agreement will be limited to the maximum amounts payable under the Accident Policy or City CGL Policy, as applicable. To the extent that the City incurs any liability outside of the Accident Policy or the City CGL Policy limits attributable to Instructor or Instructor’s representatives, agents, Program Participants, contractors, or anyone acting on behalf of or for Instructor, then Instructor hereby agrees to **INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY IN ACCORDANCE SECTION 9 OF THIS AGREEMENT.** City will not be liable to Instructor for any claims, damages, or losses beyond the policy limits stated in the Accident Policy, City CGL Policy, or for any excluded coverages, and Instructor hereby forever waives any such claims against the City.

### 2. Instructor-Provided Insurance. In the event that the Program being conducted by the Instructor is excluded or not covered by the City’s CGL Policy referenced above, Instructor will furnish to City, in a timely manner, but not later than the start of the term of this Agreement, certificates of insurance as proof that the policies of insurance specified herein have been purchased. Instructor is solely responsible for reviewing the City’s CGL Policy and determining whether its Programs are

covered under the City CGL Policy. If City has not received such certificates by such date, Instructor will be in default of the Agreement and City may, at its option, terminate the Agreement immediately and without penalty. Instructor will maintain or cause to be maintained the following coverages and limits thereof.

2.1 **Coverages and Limits**

i. **Commercial General Liability (CGL) Insurance**

- a. \$1,000,000 each occurrence
- b. \$2,000,000 aggregate limit

ii. **Business Automobile Liability Insurance**

- a. \$1,000,000 each accident on a combined single limit  
or  
\$250,000 Property Damage  
\$500,000 Bodily Injury per person per occurrence
- b. Insurance policy will be endorsed to cover “Any Auto”, defined as autos owned, hired, and non-owned when said vehicle is used in the course of the event Licensed herein.

iii. **Accident Coverage**

- a. 1,000,000.00 each occurrence
- b. 2,000,000.00 aggregate
- c. \$2,500.00 minimum dental benefits
- d. \$50,000.00 minimum death benefit to the estate of the deceased
- e. \$100,000.00 minimum hospitalization and medical bills benefits of an injured Program Participant, with a maximum deductible of \$250.00
- f. \$25,000.00 minimum benefits for the loss of one hand, one foot or sight of one eye of an injured Program Participant
- g. \$12,500.00 minimum benefits for the loss of index finger and thumb of same hand of an injured student
- h. This policy will cover all Program Participants and provide comprehensive bodily injury, dental, and death coverage and coverage while traveling in any automobile used to transport Program Participants to and from the Program.

iv. **Workers’ Compensation Insurance**

- a. Part A: Statutory Limits
- b. Part B: Employer’s Liability
  - 1. \$100,000 each accident
  - 2. \$100,000 disease-each employee
  - 3. \$500,000 disease-policy limit
- c. Instructor will not be required to carry the required workers’ compensation insurance if Instructor does not employ at least one full time employee.

2.2 **Additional Requirements**

- i. Such insurance amounts will be revised upward at City's reasonable option and no more frequently than once every six (6) months, and Instructor will revise such amounts within thirty (30) calendar days following notice to Instructor of such requirements.
- ii. Where applicable, insurance policies required herein will be endorsed to include City as an additional insured as its interest may appear. Additional insured parties will include employees, representatives, officers, agents, and volunteers of City.
- iii. The Workers' Compensation Insurance policy will be endorsed to include a waiver of subrogation, also referred to as a waiver of rights of recovery, in favor of City. Such insurance will cover employees performing work on any and all projects. Instructor will maintain coverages, if applicable.
- iv. Any failure on part of City to request certificate(s) of insurance will not be construed as a waiver of such requirement or as a waiver of the insurance requirements themselves.
- v. Insurers of Instructor's insurance policies will be licensed to do business in the state of Texas by the Department of Insurance or be otherwise eligible and authorized to do business in the state of Texas. Insurers will be acceptable to City insofar as their financial strength and solvency and each such company will have a current minimum A.M. Best Key Rating Guide rating of A-: VII or other equivalent insurance industry standard rating otherwise approved by City.
- vi. Unless otherwise stated herein or approved by City, deductible limits on insurance policies will not exceed \$10,000 per occurrence.
- vii. In the event there are any local, federal or other regulatory insurance or bonding requirements for Instructor's operations, and such requirements exceed those specified herein, the former will prevail.
- viii. Instructor will contact the NSD Director or Park Director, as applicable, to determine whether any contractors or subcontractors will need to provide

insurance.