

Society of Professional Rope Access Technicians Evaluation Session Insurance Policy

- 1) It is the official policy of SPRAT and the SPRAT Board of Directors that as a condition of serving as a host of a SPRAT evaluation session, each entity applying to host a SPRAT evaluation session shall obtain, and have in place at the time of each session, appropriate liability insurance coverage issued by an insurance carrier in good standing and licensed to write insurance in the state in which the host entity is located, with limits of liability coverage of not less than US\$1,000,000 per occurrence. Such liability insurance policy is intended to insure the host and SPRAT against injuries and/or damages to persons and/or property, including death, which arise out of or result from the negligent acts, errors or omissions of the host and/or selected evaluator in the course of hosting and conducting the certification and evaluation session.

The host shall have on file with the SPRAT Office a copy of a valid and current Certificate of Insurance confirming the above stated insurance and limits of coverage on or before any scheduled evaluation session may be conducted. On an annual basis and prior to any scheduled evaluation session being conducted, each host shall also provide a binding hold harmless and indemnification warranty signed by an applicant host officer or representative authorized to execute the same. The form of such hold harmless and indemnification warranty shall be as appears on the next page.

- 2) For any entity that operates or maintains a program of self-insurance against property and liability exposures and which applies to host a SPRAT evaluation session, such entity shall provide SPRAT, for review and approval, current documentation setting forth the nature and extent of the self-insurance program, including a statement certifying the amount of reserves available to fund such program, and the full name, title, business address, telephone number and electronic mail address of the individual/entity charged with managing such program of self-insurance. In addition, on an annual basis each applicant entity shall execute and provide SPRAT with a binding hold harmless and indemnification warranty signed by the applicant host in favor of SPRAT, its officers, directors, employees, agents and volunteers. The hold harmless and indemnification warranty shall be signed by an applicant host officer or representative authorized to execute the same and provided to SPRAT prior to any scheduled evaluation session being conducted. The form of such hold harmless and indemnification warranty shall be as appears on the next page.
- 3) For any entity located outside of the United States applying to host a SPRAT evaluation session, and which is unable to obtain the above liability insurance coverage, such entity shall, in lieu of such insurance shall provide SPRAT with the following documentation for consideration by the SPRAT Board of Directors.
 - a. Written confirmation of the applicant host's inability to obtain the required liability insurance coverage, setting forth the reasons why the applicant host was unable to secure the insurance, including copies of any documents received from insurance carriers declining to write or accept such coverage;
 - b. Written evidence that the applicant host has applied to not less than two (2) insurance carriers authorized to write insurance and licensed in the jurisdiction, state, province or country of the applicant host on an annual basis;
 - c. A signed and binding hold harmless and indemnification warranty executed by the applicant host. The form of such hold harmless and indemnification warranty shall be as appears on the next page. The hold harmless and indemnification warranty shall be signed by an applicant host officer or representative authorized to execute the same.

Only upon approval of the SPRAT Board of Directors confirmed in writing, the host may conduct sessions for a one-year period from the date of approval.

Board Approved
March 2, 2017

HOST HOLD HARMLESS AND INDEMNIFICATION WARRANTY

In consideration of _____ being permitted to host a SPRAT evaluation session during the calendar year, _____ warrants and agrees that it shall defend, indemnify and hold harmless SPRAT, its officers, directors, employees, agents and volunteers from and against any and all claims, actions, causes of action, judgments, liabilities, injuries (including death) or damages to persons or property, costs and expenses, including reasonable attorneys' fees and court costs, arising out of or resulting from the negligent acts, errors or omissions or the willful/intentional misconduct of the host, its officers, directors, employees, agents, contractors, evaluators, or volunteers which occur or are alleged to have occurred in the course of hosting and conducting a SPRAT evaluation session.

Name of Host Entity

Signature of authorized officer, representative and signatory

Print Name of Authorized Signatory

Date