



Memo To: Cathy Sturgeon (Cross Country Canada)
From: David Pym, Managing Director
Date: September 20, 2011 (revised September 6, 2012)
RE: Non-member use of club facilities
(cabins, clubhouse, lodges, etc.)

Many of our snow sport members own or lease cabins, lodges or facilities which are used for the benefit of their members.

It is common for the clubs to invite, or to permit non-members access to these facilities. Additionally, clubs often use the premises for their own fundraising events and many clubs choose to rent or lease the facility to third parties.

In the event the facility is leased/rented or provided for non-3rd party use the following basic risk management procedures are essential:

1. All non-member groups using the facility must sign waivers/hold harmless specifically relieving the Club/CCC Division/CSA from liability for use of the premises.
2. Premises should only be leased out or rented under a contract requiring the user/rentor or lessor to provide their own liability insurance coverage adding the club as additional insureds and addressing issues such as responsibility for safety, club, regulations, etc.
3. The club can provide its facility to a 3rd party and receive donation but the club must be in actual control and supervise the use of club premise. Again, the 3rd party needs to execute a waiver/hold harmless as per #1 above.
4. Fundraisers, PR events, socials are permitted provided they are actually run/supervised by the club.
5. All provision/sale of alcohol must be in accordance with local by-law, and provincial/municipal regulations.
6. Clubs must remember that Clubs are responsible for the safety and well being of those accessing the premises and must provide a safe and non-hazardous facility.

DVP/la