

413 Guidelines for Use of Inflatables, Rides, and Games

The following safety and insurance guidelines are designed to assist parishes and their committees in the planning and management of festival and fundraising activities intended to benefit the parish involving the use of inflatables, rides and games.

All contracts related to, liability waivers associated with, and equipment being considered for the use of inflatables, rides, and games must be submitted to the Diocesan Legal Department for review and signature by the Chancery before payment of any deposit monies.

The Legal Department will review the contract and list of proposed equipment the parish, school, or organization is considering using and notify of any contractual changes to be made or of equipment that is excluded from Diocese's insurance coverage as discussed below.

413.1 Coverage

Inflatables, rides, and games have become very popular however, it is important to note that **inflatables are excluded** from the insurance coverage provided to the parishes, schools, and agencies of the Diocese. As a result, insurance does not pay for: Bodily Injury, Personal Injury, Advertising Injury, Property Damage or any other type of claim or obligation resulting from the use of excluded inflatables or rides.

Essentially, this means that any and all monies paid on claims (including legal fees) connected to the presence or use of any inflatables, rides, or games falling under the definition of this exclusion would come directly from parish/school/agency funds with no assistance provided by insurance.

Examples of excluded equipment include (but are not limited to) Bungee "Runs", all Bungee and Rebounding Devices, Bounce Houses, Boxing and Jousting Rings and Arenas, Gladiator Arenas, Velcro Walls, Trampolines, Tumbling and similar devices etc. This is not a complete list; however, if you have particular questions regarding inflatables, rides, and games not mentioned here, contact the Diocesan Properties & Risk Management Office at riskmanager@charlottediocese.org.

When considering this insurance exclusion, it is recommended that inflatables and the above-mentioned equipment not be used at any Diocese-affiliated function or property.

The Festival Vendor Hold Harmless / Indemnity Agreement (Form 4.A) must be signed by vendors providing inflatables, rides, games and equipment.

The Chancery and the Festival Vendor Hold Harmless/Indemnity Agreement require that the vendor provide the parish/school/agency with a Certificate of Insurance documenting general liability coverage of two million (\$2,000,000) dollars per occurrence. The Certificate of Insurance must include the following exact wording: "Bishop Peter J. Jugis and, in addition, The Roman Catholic Diocese of Charlotte, as its interests may appear, are additional insured."

This specific language is required to help protect the parish/school/agency from potentially financially devastating loss that can occur when unfavorable contractual language is accepted. (See Sample COI Form 8.F)

It is not adequate to obtain a Certificate of Insurance from a festival vendor which only names the parish/school/agency as a "Certificate Holder."

Any time inflatables, rides, or game vendor insists that you sign their agreement instead of or alongside the Festival Vendor Hold Harmless / Indemnity Agreement (Form 4.A), inform them that you are required to submit a copy to the Diocese Legal Department and Chancery for review and will get back to them with any comments.