



## EXHIBIT B: COMMERCIAL USE AUTHORIZATION

### Additional Information on Insurance and Indemnity

The following is general information regarding minimum requirements of insurance and indemnity. Exact insurance requirements and liability minimums specific to your proposed commercial service activity are noted in the conditions of the sample Commercial Use Authorization (enclosed).

#### 1. General

The permit holder shall save, hold harmless, defend and indemnify the United State of America, its agents and employees, for losses, damages, or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage, of any nature whatsoever and by whomsoever made, arising out of the activities of the permit holder and his/her employees, subcontractors or agents under this license. The types and amounts of insurance coverage purchased by the permit holder shall be approved by the Superintendent. The permit holder shall annually, or at the time insurance is purchased, provide the Superintendent with a Certificate of Insurance as evidence of compliance with this section and shall provide the Superintendent ten (10) days' written notice of any material change in the permit holder's insurance program hereunder. The Superintendent will not be responsible for any omissions or inadequacies of insurance Coverages and amounts in the event the insurance purchased by the permit holder proves to be inadequate or otherwise insufficient for any reason whatsoever.

#### 2. Public Liability

- a. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$500,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the holder shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.
- b. The policy shall be underwritten by a United States company naming the United States of America National Park Service, North Cascades National Park, 810 State Route 20, Sedro-Woolley, Washington 98284 as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
- c. The holder agrees to comply with any revised insurance limits the Superintendent may require during the term of this authorization.
- d. If transporting clients, the holder shall also obtain automobile liability insurance to cover all owned, non-owned, and hired vehicles.
- e. The holder shall submit documentation of current valid State vehicular registration and insurance coverage for each vehicle used if the holder is transporting clients within North Cascades National Park Complex boundaries.
- f. The holder shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this authorization and annually thereafter, and shall provide the Superintendent thirty (30) days' advance written notice of any material change in the holder's insurance program hereunder.

The permit holder shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the permit holder in carrying out the activities and operations authorized hereunder. Such insurance shall be in an amount commensurate with the degree of risk and the scope and size of such activities authorized herein but, in any event, the minimum limits of liability shall be **\$500,000** per occurrence and **\$1,000,000** annual aggregate covering bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Permittee shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy in addition to a comprehensive general liability policy may be used to achieve the required limits. From time to time as conditions in the insurance industry warrant, the Superintendent reserves the right to revise the minimum required limits.

- A. All liability policies are to specify the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.
- B. Additional Coverages:
  - a. Automobile liability: To cover all owned, non-owned, and hired vehicles used by the permit holder for permitted activities. Auto Liability insurance is required at a minimum coverage amounts described below.

Number of Passengers	Minimum per Occurrence Liability Limits
Single Purpose Activities (includes day and overnight hiking, photography and art classes, bicycling, and group camping.)	\$300,000
Up to 5 passengers	\$300,000
6 to 12 passengers	\$500,000
13 to 20 passengers	\$750,000
Over 21 passengers	\$1,500,000

- b. Worker’s Compensation: Statutory Worker’s Compensation and employees’ liability as required by the State of Washington.
- c. Commercial Watercraft Liability: This insurance is required for all owned, non-owned, and hired watercraft used in providing services under this CUA within NPS areas. The minimum amount of Commercial Watercraft Liability insurance required for this CUA is **\$300,000 per occurrence**.

#### 4. Certificates of Insurance.

- A. The “U.S. Government, National Park Service, North Cascades National Park Service Complex, Attn: Concessions, 810 State Route 20, Sedro Woolley, WA 98284” must be named as **additional insured** in the certificate holder section of each Certificate of Liability Insurance.
  - a. The services authorized by the CUA and covered by the insurance must be stated in the description of operations section of the Certificate of Insurance.
  - b. The policy number must appear on the Certificate of Insurance; binders are unacceptable.
  - c. The Certificate of Insurance for all Liability and Worker’s Compensation Insurance must contain a 30-day cancellation clause.
- B. It is the responsibility of the CUA holder to ensure that a current, correct copy of all Certificates of Insurance is always on file in the park concessions office. Failure to provide a current, correct copy of all Certificates of Insurance for the duration of the CUA will result in immediate suspension of the CUA.
- C. The CUA holder is responsible for ensuring all Certificates of Insurance correctly state the type of liability, all additional insured, and services authorized, and contain the required 30-day cancellation clause.
- D. The name on the certificate of insurance must match your business name, including any names used under “doing business as”.

#### 5. Acknowledgement of Risk.

Current NPS policy allows CUA holders providing authorized services to warn or advise visitors of the risks associated with a certain activity or event, but **does not allow operators to require visitors sign a waiver of liability statement, insurance disclaimer and/or indemnification agreement.**

The acknowledgement of risk, which is permitted, in effect allows visitors to assume responsibility for their own negligence which may result in bodily injury, death, or loss of personal property. In addition, it describes the inherent risks of the activity, and warns visitors of those risks. The *Waiver of Liability*, insurance disclaimer and/or indemnification agreement, **which is not permitted**, states that the visitor releases the operator from all responsibility in the event of visitor bodily injury, death, or loss of personal property.

- A. Permittees cannot require visitors to waive their right to hold concessioners, CUA holders or the government responsible for actions.
- B. Operators can request or require that visitors sign an acknowledgement of risks statement or form for a certain activity or event. An operator is also permitted to have a visitor sign a form indicating that the visitor has certain prerequisite skills that may be required to participate in the commercial activity.

The Service-approved sample Visitor’s Acknowledgement of Risks form is provided below. CUA holders should complete the form with company specific information (minus participant’s signature) and present it to the NPS as part of the application package to verify the information the Permittee intends to present to participants who engage in activities permitted under the CUA.