



PHEASANTS FOREVER
& QUAIL FOREVER

FIREARM EVENT INSURANCE GUIDE





PHEASANTS FOREVER & QUAIL FOREVER

CHECKLIST FOR VOLUNTEER LIABILITY INSURANCE FOR FY22

(7/1/21 - 6/30/22)

- ☐ Complete and email "**Volunteer Liability Coverage Form**" to insurance@pheasantsforever.org prior to event (24 hours recommended)
- Must list first & last name of EACH volunteer that will be present at the event
 - In cases where proof of insurance is required, email a completed "Request for Certificate of Liability Insurance Form" to insurance@pheasantsforever.org at least 10 days prior to event

All volunteers, participants and legal guardians must complete and sign the "**Participant Waiver Form**" prior to ALL events that include firearms

- This now includes everyone that will be involved (dog handlers, instructors, mentors, hunters, parents etc.)
- Chapters should retain waiver forms on record for 12 months after the event

Must read, review and implement the "**Learn to Hunt Safety Guidelines**" with everyone involved with your event

- Never allow more than 5 people in the field at the same time
- Ratio of mentors to hunters is 1:1
- Eye protection must be worn by every participant

Complete and submit the "**Online Event Report**"

- Located on the Chapter Resource Portal

Our organization stands by your chapter and provides liability coverage at **NO CHARGE** when you complete the items listed above: for specific questions please contact insurance@pheasantsforever.org



Volunteer Insurance Coverage - For Events Involving Firearms -

Chapters that will be holding events involving firearms must complete the following form to obtain insurance coverage for the volunteers that will be assisting at the event. This coverage is necessary in situations where the event will be held at other than a licensed and insured shooting facility. To assure future liability coverage, it is also important to complete and submit the post event report form.

Event Information:

Chapter Name: _____ # _____ Event Date(s): _____

Event Location: _____

Type of Event: _____

If Youth Event, Estimated Number of Youth Participating: _____

Chapter Contact: _____ Phone # _____

Volunteer Information:

List below the first and last names of all volunteers that will be present at the event. (Attach additional sheet if necessary):

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

This coverage is provided at NO CHARGE to Pheasants Forever & Quail Forever Chapters.

Please email this completed form prior to your event (24 hours recommended) to

insurance@pheasantsforever.org. If you have any questions, please contact the Pheasants Forever and Quail Forever National Office at 1-877-773-2070 or **insurance@pheasantsforever.org**



REQUEST FOR CERTIFICATE OF LIABILITY INSURANCE

When hosting Pheasants Forever or Quail Forever sponsored events and activities, chapters may be requested to provide landowners with a certificate of liability insurance or proof of liability insurance. In those cases where proof of insurance is required, complete this form and submit as directed below.

Certificate Holder's Name: _____
(Person requesting the proof of insurance)

Event Location

Property Owner's Name: _____

Street Address: _____

(Physical address/description of where the event is being held)

City: _____ State: _____ Zip: _____

Chapter Name: _____ Chapter #: _____

Event Date(s): _____

Description of event and activities(mentor hunt, shooting sports event, habitat project, etc):

Send the proof of insurance to:

Email Address: _____

(this will result in the fastest turnaround time)

Mailing address

Name: _____

Street address: _____

City: _____ State: _____ Zip: _____

Submit completed Request for Certificate of Liability Insurance to **insurance@pheasantsforever.org**.

To ensure adequate time for processing, please be sure your request is received by the Pheasants Forever and Quail Forever National Office at least 10 days prior to the event.



PARTICIPANT WAIVER FORM

Read this entire agreement carefully. By signing this agreement, you are assuming risks and giving up legal rights. Do not sign this agreement unless you understand it.

Name of Event: _____

Date of Event: _____

In exchange for being permitted to participate in the event listed above (referred to in this document as “the event” or “this event”), I acknowledge, understand, and agree that:

1. I am choosing to participate in an event that involves the use of firearms. The use of firearms, whether by me or by others, is an inherently dangerous activity. Some of the risks associated with firearms are: loading firearms and being near others who are loading firearms; injuries caused by ammunition, debris, and shots fired by me or by others; malfunctioning or improperly functioning equipment; ricochets hitting off of objects or targets; damage to hearing from noises related to firing firearms. There may be other risks as well. Some of these risks may be unknown, hidden, or unforeseen. I am aware that all of these risks exist. I accept and assume all of these risks by participating in this event.

2. My participation in the event also may involve dangers and hazards not directly related to the use of firearms. Some of these additional dangers and hazards are: natural or man-made objects on the event property or premises; animals on the event property or premises, including dogs; buildings or other structures on the premises or property; vehicles, whether used by me or by others, on the property or premises; and weather conditions. There may be other risks as well. Some of these risks may be unknown, hidden, or unforeseen. I am aware that all of these risks exist. I accept and assume all of these risks by participating in this event.

3. I may be exposed to or infected by COVID-19, or another communicable disease(s), by participating in Pheasants Forever Inc. and/or Quail Forever event or activity, including a spectator, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed or infected by COVID-19, or another communicable disease(s), may result from the actions, omissions, or negligence of myself and others, including but not limited to, Pheasants Forever/Quail Forever employees, agents, representatives, volunteers, customers, and any others to present on the premises of the event.

4. I will conduct myself with utmost care for the safety and well-being of myself and others. I am familiar with the proper use of firearms. I will use good judgment at all times during this event. I will follow all applicable laws, rules, regulations, customs, and instructions associated with my participation in this event.

5. By signing this document, I am giving up substantial legal rights. I am agreeing that I will not hold the organizers of this event or those affiliated with the organizers of this event liable or responsible for any loss, damage, injury, or death that I may suffer in connection with my participation in this event, unless it is the result of either intentional conduct or a reckless disregard for the safety of others. This means that if I suffer any loss, damage, injury, or death in connection with my participation in this event, I will not have the right to make a claim of negligence for that loss, damage, injury, or death against: Pheasants Forever Inc. or Quail Forever; any chapter of Pheasants Forever or Quail Forever; any officers, directors, owners, employees, agents, partners, or volunteers affiliated with those organizations; landowners on whose property this event takes place; or other individuals or entities affiliated with this event. It also means that nobody will make that kind of claim on my behalf.

5. By signing this document, I am also agreeing that if the organizers of this event or anyone affiliated with the organizers of this event suffer any loss, damage, injury, or death as a result of my participation in this event, I will assume full responsibility for the costs, expenses, and other liabilities associated with that loss, damage, injury, or death.

6. I grant to Pheasants Forever Inc., Quail Forever, and their representatives and employees the right to take photographs of me and my property in connection with the event. I authorize Pheasants Forever Inc. and Quail Forever to use and publish those photographs in print and/or electronically. I agree that Pheasants Forever Inc. and Quail Forever may use such photographs of me with or without my name and for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS ENTIRE AGREEMENT. I ALSO UNDERSTAND THAT BY SIGNING BELOW, I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I AM SIGNING BELOW BECAUSE I ACCEPT THE TERMS OF THIS AGREEMENT.

Participant Name

Participant Signature

Date

If the participant is a minor (under the age of 18), this agreement also requires the signature of the participant's parent or legal guardian. By signing this form, the parent or legal guardian grants permission to the participant to take part in this event, and acknowledges and accepts all of the terms of this agreement.

Parent/Legal Guardian Name

Parent/Legal Guardian Signature

Date



Learn to Hunt Safety Guidelines

SAFE HUNTS ARE NOT AN ACCIDENT!

The following safety guidelines should be followed during all PFQF Learn to Hunt events. Failure to do so may jeopardize chapter and volunteer liability protection.

- ✓ Waivers for “Events Involving Firearms” must be understood and signed by all participants, and legal guardians of minor participants, prior to any events involving the use of firearms. Chapters should keep copies of all completed waivers for at least 12 months.
- ✓ All participants should know and completely understand the *Four Universal Rules for Firearm Safety*:
 - Treat every firearm as if it were loaded
 - Always keep the muzzle pointed in a safe direction
 - Be certain of your target; and what is in front of and beyond the target
 - Keep your finger out of the trigger guard until you are ready to shoot
- ✓ A hunting party should consist of ONLY three types of participants in the field at any given time:
 - **Guide or Dog Handler** – the guide/dog handler is in charge of the hunt and handling of the dog; Learn to Hunt events are NOT dog training opportunities. Only well-trained dogs should be used for learn-to hunt events. Pointing breeds that are steady to wing and shot are strongly recommended and provide the safest scenario for people and dogs.
 - **Mentor** – The mentor does NOT carry a firearm and is responsible for a specific hunter; the mentor must be within arms-reach of the hunter whenever the hunter is carrying a firearm. The ratio of mentors to hunters is 1:1.
 - **Hunter** – PFQF Learn to Hunt participants must have completed hunter safety prior to taking part in our learn-to-hunt events. Doing so, provides a basic understanding of firearms and firearm safety. We cannot provide that firearm safety foundation in just one day.
- ✓ The desired number of people in the field at one time is three (1 dog handler, 1 mentor, 1 hunter); there should NEVER be more than five people (1 dog handler, 2 mentors, 2 hunters) in the field at one time.
- ✓ At no time should there be more than one hunting party in any field at the same time.
- ✓ The entire hunting scenario (dog, dog handler, hunter, mentor, flushing bird, safe zones of fire) should be explained and simulated during scenario-based training prior to the hunt taking place.
- ✓ Eye protection MUST be worn by every participant, guide, mentor, dog handler and anyone else accompanying a group in the field during a Learn to Hunt event. Hearing protection is strongly recommended.
- ✓ When flushing birds in front of “birdy” dogs (whether pointing or flushing), it is the HUNTER (with mentor behind and within arms-reach) who should flush the bird for the shot. NO ONE should go in front of the hunter(s) to flush birds. There is even risk to dogs (especially hard charging flushers) in front of novice hunters when birds are flushing.
- ✓ No shots should be taken at birds that fly out of safe zones of fire or fly back behind the line of hunters; and NEVER should people “duck” so shots can be taken. It is the MENTORS responsibility to prevent the hunter’s firearm from swinging out of safe zones of fire. Mentors should call and point out safe zones of fire when dogs are birdy.
- ✓ If at any time a mentor or dog handler feel a participant is too young or unsafe to participate, that hunter should be removed from the hunting activity immediately and provided additional training and practice. Taking part in the hunt is a privilege not a right.
- ✓ Chapters should NOT be concerned with providing events to large numbers of participants. It is much more rewarding for everyone involved to limit the number of participants to those that can be provided a SAFE and enjoyable introduction to our hunting heritage. It is difficult for any chapter to provide a safe environment and high-quality experience to more than 10-15 participants.
- ✓ Take the time to read and review the attached ***Guide to Hosting a Learn to Upland Bird Hunt Event***.
- ✓ If you have questions, contact Colby Kerber, PFQF Hunting Heritage Program Manager at (308)520-0876 or email Colby at CKerber@PheasantsForever.org.

PHEASANTS FOREVER AND QUAIL FOREVER

CHAPTER INSURANCE COVERAGE

SUMMARY

Following is a summary of general insurance questions that regularly arise in the conduct of chapter activities. This is a summary of coverages only. This summary does not amend or alter the insurance contract. Coverages, rates, terms and conditions are all subject to final determination by the insurance carrier. Chapters are advised to call the National Office if there are any questions about the specific terms of insurance coverage that are not clearly addressed in this document.

What insurance coverage does Pheasants Forever and Quail Forever maintain?

Pheasants Forever and Quail Forever maintains the following insurance policies applicable to chapters:

- General Liability
- Umbrella/Excess Liability
- Property Coverage
- Liquor Liability
- Volunteer Liability Protection

Who is covered under the Pheasants Forever and Quail Forever's general liability policy?

Liability coverage extends to any person or organization that is considered a "protected person" under the policy, specifically including the following:

Chapters in good-standing with the National Office are covered under the policy.

Volunteers (including chapter officers) are protected only for activities or work they conduct within the scope of the Mission of Pheasants Forever and Quail Forever.

Employees are protected only for work done within the scope of their employment or the performance of duties related to the conduct of Pheasants Forever and Quail Forever business.

What activities are covered under Pheasants Forever and Quail Forever's general liability policy?

Chapter activities for which liability coverage would extend include the following:

- Fundraising Events (e.g., banquets, secondary fundraisers)
- Habitat Projects conducted by Chapters that fulfill the Mission of Pheasants Forever and Quail Forever
- Youth education and public awareness events that fulfill the Mission of Pheasants Forever and Quail Forever (e.g., youth mentor hunts, fair booths, etc)

What are the terms of the insurance coverages available and the related costs to the chapter?

| Coverage | Insurer | Limits | Deductible | Cost to Chapter? |
|---------------------------|---------------------|---|------------|------------------|
| General Liability | Travelers | \$1 million/occurrence \$2 million aggregate | None | None |
| Umbrella/Excess Liability | Travelers/Starstone | \$15 million | \$10,000 | None |
| Equipment Coverage | Allied Insurance | Actual Cash Value | \$1,000 | See Below |
| Property Coverage | Travelers | Replacement Cost (limit \$50K) | \$2,500 | None |
| Liquor Liability | Travelers | \$1 million | None | See Below |

Volunteer Liability Protection

Coverage: This coverage is included as part of the Pheasants Forever's general liability policies.

Cost to Chapter: None

Procedures: The Volunteer Insurance Coverage form must be completed with the names of all volunteers for which coverage is desired (i.e., all volunteers that will be present at the event). The completed form must be received by the Pheasants Forever and Quail Forever National Office prior to the event for coverage to be effective. Note: volunteers do not have to be members to be included on the volunteer list.

**PHEASANTS FOREVER AND QUAIL FOREVER
CHAPTER INSURANCE COVERAGE
FREQUENTLY ASKED QUESTIONS**

Following is a number of frequently asked questions regarding chapter insurance coverage. This is intended to address some of the more common insurance questions. Chapters should contact the Pheasants Forever and Quail Forever National Office if they have specific insurance questions not addressed here.

- Q:** What happens if an attendee or participant at an event (e.g., banquet, youth hunt, etc.) causes personal injury to another person and/or damage to another person's property?
- A:** Participants are not protected persons under this policy. Therefore, Pheasants Forever and Quail Forever's liability policy would not protect the individual participant from personal liability. However, the chapter and volunteers involved with the event would be covered from liability. Chapters must secure a signed waiver form from all participants prior to their participation in the event (excluding banquets or fundraising events). If the participant is a minor, the waiver must also be signed by the participant's parent or legal guardian. Signed waiver forms must be retained for 12 months following the event, and available at the request of the National Office. If the event involves the use of firearms (youth hunt, trap shoot, etc), there is a specific waiver form that must be used.
- Q:** What happens if an attendee or participant at an event (e.g., banquet, youth hunt, etc.) is injured?
- A:** Liability coverage would protect the chapter and volunteers from liability associated with the injury of an attendee or participant at a Pheasants Forever and Quail Forever event. Chapters must secure a signed waiver form from all participants prior to their participation in the event (excluding banquets or fundraising events). If the participant is a minor, the waiver must also be signed by the participant's parent or legal guardian. Signed waiver forms must be retained for 12 months following the event, and available at the request of the National Office. If the event involves the use of firearms (youth hunt, trap shoot, etc), there is a specific waiver form that must be used.
- Q:** Do chapters need to request proof of insurance from facilities that are hosting PF/QF events?
- A:** Yes. Chapters are required to request a certificate of insurance from any facility that is hosting a PF/QF event (e.g., VFW, Community Center, etc) to ensure that the facility maintains adequate insurance to cover liability associated with its own operations. Facilities that fail to maintain insurance on its operations could result in liability to Pheasants Forever and Quail Forever for the facilities' obligations. (Example: a participant slips and is injured in the restroom at the local banquet facility due to a leaky pipe. If the facility does not have insurance and is unable to satisfy any claim or judgment related to the accident, PF/QF could be held responsible)
- Q:** What happens if chapter equipment being transported causes injury to another person and/or damage to another person's property?
- The personal automobile insurance of the driver of the vehicle transporting the equipment would be the primary insurance coverage. Pheasants Forever and Quail Forever's general liability coverage would be in place in the event that the primary coverage was not sufficient.
- Q:** If a person or entity requests proof that the chapter has insurance, how can such proof be obtained?
- A:** A certificate of insurance can be obtained by contacting the National Office with the required information, including the name and address of individual or entity requesting the certificate, the type of event and the date. This request must be made at least 10 days prior to the event to allow sufficient time for our insurance agent to issue the certificate.
- Q:** What should chapters do in the event of an incident that may result in an insurance claim.
- A:** Contact the Pheasants Forever and Quail Forever National Office as soon as practicable (within a day). Even if you are unsure of whether the incident will result in an actual claim for either property damage or personal injury, the incident should be immediately reported to the National office. You will need to provide the basic information regarding the incident, including the date, time, location, persons involved, witnesses and a description of the incident. Failure to report a claim in a timely manner may result in a delay in processing the claim or denial by the carrier.