



SPECIAL OLYMPICS, INC. HEALTH PROGRAMS HOLD HARMLESS AGREEMENT INFORMATION

The use of the attached Harmless Agreement (“Agreement”) is a risk management method that Special Olympics, Inc. (“SOI”) has put in place to prevent SOI and Special Olympics Programs (“Programs” and together with SOI, “Special Olympics”) and their registered healthcare providers, clinicians, residents, and health professional students (“Clinical Volunteer” and collectively, “Clinical Volunteers”) from suffering financial damage for an incident that they did not cause related to their services on behalf of Special Olympics Health programming including Healthy Athletes® and Healthy Communities® (“Health Programs”).

The Agreement applies to Clinical Volunteers providing non-invasive examinations, treatments, and educational materials to Special Olympics athletes while acting in their professional capacities.

The following summary provides an overview of the Agreement, as well as malpractice insurance and medical licensing requirements for Clinical Volunteers:

Protection for Special Olympics:

If a Clinical Volunteer does something in his or her professional capacity that causes Special Olympics to be sued, there are three potential scenarios that would apply:

- If a Clinical Volunteer has malpractice coverage that applies while volunteering and the policy includes coverage for contractual liability, then their personal malpractice coverage would cover the individual and Special Olympics. In this case, the Special Olympics medical malpractice policy (“SO Coverage”) would come into play only if the limits were exhausted under the Clinical Volunteer’s malpractice policy;
- If a Clinical Volunteer has malpractice coverage but the policy does not include contractual liability, the Clinical Volunteer’s personal malpractice coverage would respond on behalf of the Clinical Volunteer on a primary basis. The SO Coverage would apply on behalf of Special Olympics on a primary basis and on behalf of the Clinical Volunteer on an excess basis; or
- If a Clinical Volunteer does not have medical malpractice coverage, SO Coverage would apply on a primary basis on behalf of Special Olympics and the Clinical Volunteer.

Protection for Clinical Volunteer:

If Special Olympics does something to cause a Clinical Volunteer to be brought into a lawsuit that is not related to the provision of medical services (for example, an athlete slips on a wet floor in a health venue and sues a Clinical Volunteer), Special Olympics general liability policy is designed to provide coverage for third-party claims of bodily injury.

Special Olympics Medical Malpractice Coverage:

The Special Olympics medical malpractice policy provides coverage for Clinical Volunteers including supervised health professional students (“Students”) acting in their professional capacity in compliance with Special Olympics procedures.

Limit of Liability: \$1,000,000 per occurrence/\$3,000,000 policy in the aggregate

Notes:

- Coverage is excess coverage over any other valid collectible insurance.
- Clinical Volunteers licensed in a different state, including Students, must be supervised by a professional licensed in the state where the Health Program is taking place.
- Coverage applies only for services and activities taking place inside the United States.
- Liability and legal requirements for Clinical Volunteers at Health Events outside of the United States are dictated by the laws of that country, province, state, etc. To protect both the Clinical Volunteers and Special Olympics, however, Clinical Volunteers at Health Programs outside the United States also MUST sign the Agreement prior to providing any screenings or other medical services.

Licensing Requirement:

Special Olympics requires that all Clinical Volunteers be appropriately licensed (or subject to an exemption under local law) in the jurisdiction in which they are volunteering. Any request for exceptions to these licensing requirements must be reviewed and approved in writing by both the local SO Program's Health Staff and Special Olympics health department before an exception is granted.

Document Retention:

SO Programs should keep signed Agreements on file (electronically or hard copy) for at least 10 years after the Clinical Volunteer has stopped providing their services pursuant to the Agreement.

SPECIAL OLYMPICS, INC.

HOLD HARMLESS AGREEMENT FOR CLINICAL VOLUNTEERS

The individual(s) listed below shall defend, hold harmless and indemnify Special Olympics, Inc. ("SOI"), and the Special Olympics Program (each an "SO Program") where the Health Program, defined below, is being held, and each organization's directors, officers, agents, employees, and volunteers from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages that are caused by or resulting from the negligent or intentional acts or omissions by the person named below who provides services as part of Healthy Athletes®, Healthy Communities®, or any other Special Olympics health programming (collectively, "Health Program(s)").

SOI and/or the SO Program, as applicable, shall defend, hold harmless and indemnify the individual(s) listed below against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages that are caused by or that are a result of the negligent or intentional acts or omissions of SOI and/or the SO Program, and each organization's directors, officers, agents, employees, and volunteers with regard to Health Programs.

FOR SO PROGRAMS:

PROGRAM SIGNATURE AND EVENT INFORMATION:

SO Program	Event Name	Event Date
SO Program Representative Name, Title (Print)	Signature	Signature Date

FOR CLINICAL VOLUNTEERS:

Clinical Volunteer Name (Print)	Do you have a valid medical license to practice in the jurisdiction in which services will be delivered?	Are you a clinician, health professional student, resident, or licensed healthcare provider in a different jurisdiction?	Do you have medical malpractice insurance?	Clinical Volunteer Signature	Clinical License Number	Date
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
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