



UNIVERSITY OF BRITISH COLUMBIA OKANAGAN LIABILITY TERMS AND CONDITIONS

Indemnification and Hold Harmless Clause

The user group shall indemnify and hold harmless University of British Columbia Okanagan (hereinafter referred to as UBC) and any of its officers, employees, servants, agents and contractors from any and all loss, liability, claims or expenses arising out of the use and / or occupation of the property belonging to UBC O by the user group and any of its officers, employees, servants, agents, contractors and volunteers, except to the extent that such loss arises from the independent negligence of UBC.

Liability Insurance Clause

The user group shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in British Columbia and in forms and amounts acceptable to UBC.

Comprehensive general liability insurance with a limit of not less than Five Million Dollars (\$5,000,000.00) (or such other amount as UBC may choose) inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the user group, its officers, employees, servants, agents, contractors, and volunteers and shall include UBC, its officers, employees, servants, agents and contractors as additional insureds with respect to liability arising out of the use or occupation by the user group of the property belonging to UBC.

Such comprehensive general liability insurance shall contain coverage for premises and operations, products and completed operations, blanket contractual liability, cross liability, elevator and hoist liability, contingent employer's liability, occurrence property damage, employees and/or volunteers as additional Named Insureds, use of attached machinery, use of specially licensed or unlicensed vehicles (while operated off highway), broad form property damage and tenants all risks legal liability (subject to a minimum limit of \$5,000,000.00) to apply to the use and/or occupation by the user group of the premises described in the permit or license agreement.

Waiver of Subrogation Clause

The user group hereby agrees to waive all rights of subrogation or recourse against UBC with respect to the use or occupation by the user group of the premises described in the permit or license agreements.

Certificates of Insurance Clause

The user group may be requested to provide UBC with evidence of all required insurance prior to the effective date of the contract. Such evidence of insurance shall be in the form of a certificate of insurance.

Incident Report Requirement

An Incident Report Form must be completed and submitted within forty-eight (48) hours whenever: Medical/first aid attention is administered; and/or Loss or damage to UBC property occurs. Forms can be filled in online An UBCO Incident Report form must be filled out at the Gym Desk or online at:

https://www.hse2.ubc.ca/consdata/incident_accident/public_page.php?type=student_visitor

Permits / Licenses / Fees

UBC is not responsible for the obtaining of, or guaranteeing of, any licences required for your event (ie. SOCAN performing fees, health permits for food service, etc). The rental of the premises by UBC does not constitute an authorization to perform copyright music in public without the appropriate license from the Society of Composers, Authors and Music Publishers of Canada. The User Group agrees not to perform such music without the appropriate authorization. License forms are available upon request from UBC.