



Did you know that 35% of all incidents related to this industry occur off the course? We often focus on safety and risk management as part of the zipline or aerial park course. We talk about proper rescue procedures, and reducing the amount of collisions into trees and platforms. However, far too often we forget to address all the risks surrounding the course. These areas of risk management are just as important, if not more important, than the actual safety of the course. Remember, the safety “tone” for the entire operation is set well before the participant ever steps foot on your facility. Let’s explore the respective safety practices that should be implemented for your operation. We will be looking at these characteristics in the order that participants are usually exposed to them.

Websites

In today’s online environment, your first impression in the “customer experience” is likely well before you have physical interaction with the participant. Often, it is through your website. This is the first time that you have a chance to set the safety and risk management “tone” for your company. Go ahead and pull up your website. Are there pictures of participants in waist harnesses going upside down on the zipline? Do you have your participant requirements and expectations clearly stated on the website? Can I find what I need to bring, my I.D, closed toed shoes, my 18 month old infant? Ok, maybe not the 18 month old infant. The point here is that this is your first chance to establish the safety element for your “customer experience”! Make the most of this! Show customers that you truly care about their safety and educate them through your website!

Parking Lot

As soon as the participants pull into the parking lot the adventure starts! Kids are piling out of the car with enthusiasm about your facility and they are in awe and amazement because you truly have created a site and experience that is breathtaking. With all of this rushing through their head, the last thing they are thinking of is safety. Here are a couple of things to think about regarding parking lots.

1. Is your parking lot organized? Is it a defined space where participants know for sure where to park? Or is it an open field where they are not sure? Make sure it is clearly defined and organized.
2. Tire blocks and landscaping materials. Do they create hazards? For example, do you use round logs as tire blocks or landscaping edges? Are they secured so that participants can't stand on them and the log roll over causing them to break an ankle? This is a real life incident.
3. Are there clear directions or signs pointing which direct to go? Or do the participants have to wonder around to find the proper place?

Check-In Building

This is the single most influential time that you have to capture the participant's attention and to educate them on this wonderful adventure experience. This is where the magic happens!

- **Signage:** I am not going to talk much about this now because it will be talked about in great depth in the next edition in Adventure Park Insider. So stay tuned!
- **Customer Interaction:** Be engaging. Be friendly. Be caring. BE INFORMATIVE.
- **Weighing:** Are you weighing all participants? This is a must in today's adventure world. If you are not, I would love to talk to you about the particular reasons behind this practice. Be sure you are weighing people and you are using a digital scale with the digital reader behind the check-in counter, so that only the employee can see the weight. I would recommend just giving them a thumbs up or thumbs down. You may also want to record the weight in a section on your waiver.
- **Waivers:** What are your procedures to ensure that everyone has signed a waiver? What are your procedures to ensure that the correct person signed the waiver? Do you let grandparents sign the waivers? If you do, you might as well throw the waiver in the trash. A waiver is only enforceable if it is signed by a parent or legal guardian. Legal guardianship can only be granted by a court to someone. This is another great point to educate people on through your website. A simple statement saying, "Please note that all waivers have to be signed by a parent. No exceptions."

ATVs and Vans

We have seen some very significant accidents regarding ATVs and van usage. I recommend that anyone using an ATV or van be required to go through a specific training program for vehicles. This does not have to be fancy, but not just anyone should be allowed to operate these. Have an approved list of drivers that are above 25 years old, have acceptable MVRs (checked yearly), and that have taken and passed the ATV/van training (on an annual basis). The ATVs and vans should have a maximum speed (ATVs kept in low gear at all times) that all drivers abide by.

Premises and Nature Trails

Nature trails and/or the trails between platforms are sometimes the biggest risk that a course has. Participants (especially on unguided nature trails) are often on steep terrain while being unguided. If something happens to the participant, there could be a delay in response (due to being unguided or due to being in the wilderness) which could significantly impact the injury. This being said, make sure all the steps, rocks and walkways on the nature trails are as free from undergrowth, moss, and slippery substances as possible. While it is apparent that you are in the outdoors, and these elements are natural, the more we can do to reduce or prevent these hazards, the better.

Contractual and Lease Agreements

Honestly, we could spend a whole day on contractual risk transfer which includes contracts with builders, inspectors and lease agreements. You should always read and understand each contract you are signing. Contracts are documents used to transfer risk to another party. So the question is what risk(s) are being transferred to you through this document? Do you know? Can your insurance program(s) handle the risk being transferred to you? These are all great questions to be asking yourself, insurance consultant, and legal counsel.

There are three main things that a lot of contracts either ask you to do, or you should be asking the other party to do:

- **Additional Insured:** When you add someone as additional insured to your General Liability policy, what does this mean? First, please realize that you are now sharing your limits of insurance with someone else. If you have \$1M of liability coverage, you are now splitting that \$1M of coverage between two parties. Just think how many additional insureds you add in a year, and the number of potential parties you could be sharing your liability limits with.
- **Primary and Non-Contributory:** This is an endorsement that can be added to the General Liability policy that essentially says, "Whichever party is adding this to their GL policy is stating that their liability policy is primary (will respond first) and that the organization's general liability policy who is requesting this will not contribute in any way, shape or form."
- **Waiver of Subrogation:** Let's say you have an employee that is injured on the course (and you are an operator). After workers compensation pays for the claim, they find out that the reason the employee was injured is because the builder goofed up on the build. So essentially the employee injury was the builder's fault. In this scenario, it is likely that your workers compensation company would sue the builder to recollect for the amount they paid for the employee injury claim. This process is called subrogation. When you add a Waiver of Subrogation to your policy (Auto, General Liability or Workers Compensation) you are legally waiving your insurance company's right to "subrogate" or recoup their claim payments from the responsible party. So keep in mind, if you did not add this provision to your policy, the carrier can recollect from the responsible party and it will not show up on your loss history. Which in effect will keep your premiums lower. Adding the waiver of subrogation endorsement could eliminate an avenue to clear a loss from your record, if it was in fact someone else's fault.

Here is a general rule of thumb, if you are adding any of the above three provisions to your policy, you are accepting more liability. If you are able to get these added to someone else's policy (builder, property owner, etc.) then you are pushing out more liability. It all comes down to who has the greater negotiating power.