

7. “Hold Harmless” and Facility Lease Agreements

Unless you are prepared to lose your house, your car and your business please read the following section carefully.

The term “Hold Harmless” is used to describe a clause in an agreement that will transfer certain financial responsibilities from one entity to another. For instance, a recreational facility may transfer the financial responsibility to the team for any injury or damage resulting from the team’s activities. This is permitted under Hockey Canada Insurance. However, some facilities will try to transfer the financial responsibility to the team for any injury or damage that is the result of their own negligence or actions. This is not permitted under Hockey Canada Insurance.

Hockey Canada Insurance will insure the hockey participants and their actions but not the operations of the recreational facility. Therefore, by signing an ice rental agreement with this type of clause, the person who signs it on behalf of the team or club is taking full responsibility for how the facility is managed or mismanaged. This includes maintenance, air quality, ice condition, security, emergency exits, wet spots on the floor, ammonia leaks, crowd control, non-functioning smoke detectors, faulty sprinkler system, structural defects and may others that may arise.

The following situations demonstrate the effective difference between an acceptable agreement and one that is not:



Hold Harmless against damages arising from team’s activities.

The Oakdale Honey Bees have just completed their practice and have left the ice surface. As the last coach leaves the ice, they do not close the gate. The Oakdale Honey Bees dressing room door is located directly across from the ice surface and the gate. The next team begins to skate while waiting for the ice resurfacing to begin. An errant shot from one of the players goes through the gate, down the short hall and through the Honey Bees dressing room door where it strikes a player in the face. The resulting injuries are a directly caused by the action of the team not closing the dressing room door or the gate from the rink. The ice rental agreement the organization signed included a clause to transfer the responsibility of damages resulting from the team’s activities to the team. As a result the facility is not liable for the damages caused by the team’s activities. Hockey Canada Insurance is liable for the damages caused by the team’s activities.

- This situation is acceptable to the insurance company and to Hockey Canada. While it is preferred that teams engage in safe risk management practices the purpose of the insurance policy is to cover situations when accidents occur.



Hold Harmless against all damages including facility negligence or actions.

The Dorchester Lions are playing their final league game at the Dorchester Arena. During the game a lighting fixture falls from the rafters and lands on one of the players causing major injuries. The shattering of glass and metal pieces causes minor cuts to an on-ice official. The ice rental agreement the organization signed included a clause to transfer the responsibility of damages resulting from the facility’s negligence or actions to the Dorchester Lions. As a result, the facility is not liable for the damages caused by the lighting fixture falling. Hockey Canada Insurance is not liable for the damages caused by the lighting fixture falling. The person(s) who signed the ice rental agreement are responsible for the damages. As a result, any assets held by that person or persons may be seized to cover the costs associated with the damages. This may include homeowner insurance, business assets, household assets, and future wages.

- No volunteer should bear the burden of this responsibility. That is why every organization that signs an ice rental agreement is required to read carefully the contents of that agreement. If they are unsure of the language or any clause it is best to send the agreement to the OHF through their Member Partner for review before signing anything.