

NKU Event Insurance Requirements

ARTICLE 5 USER'S INSURANCE

- 5.1** User, at its own expense, shall maintain in full force and effect during the program dates specified herein, the following insurance policy(s), which shall be endorsed as needed to provide that the coverage afforded by the policy(s) is primary and that insurance and/or self-insurance that may be available to Northern Kentucky University is strictly excess and secondary and shall not contribute in any way with the user's insurance. The policy(s) must be written by a good and solvent insurance carrier(s) licensed to do business in the Commonwealth of Kentucky. Said policy(s) shall be endorsed to name Northern Kentucky University, its directors, officers, employees, agents, representatives, and volunteers as "additional insured".
- a) General Liability Insurance – A policy of General Liability Insurance insuring against claims of bodily injury, death, and/or property damage with a combined single limit of not less than One Million Dollars (\$1,000,000.00). The policy(s) should include (not exclude) coverage for: injury to athletic participants, corporal punishment, and sexual misconduct/sexual molestation.
 - b) User's Property Insurance – Property owned and/or the responsibility of the user and brought to Northern Kentucky University must be properly insured for loss or damage (including theft). Northern Kentucky University is not responsible for loss and/or damage to the user's, or user's guest's property.
- 5.2** A "Certificate of Insurance" (obtained from the user's insurance agent) shall be provided to Northern Kentucky University, with an original signature of an authorized insurance company representative, and shall provide for at least ten (10) days notice of change in coverage or cancellation. University representatives must receive the certificate thirty (30) days prior to the start of the use provided for herein.
- 5.3** Failure of the user to obtain or maintain insurance coverage, or failure to submit the certificate to Northern Kentucky University as outlined above will not relieve the user of the obligations specified in this agreement. In the event insurance coverage has not been obtained or maintained by the user, the responsibility for defense of and/or payment of any claims(s) for damages or expenses intended to be covered by the insurance shall become the responsibility of the user.
- 5.4** Northern Kentucky University requires that you provide insurance for all participants. As a state-supported educational institution, NKU is immune from liability for injury to individuals or damage to goods. Nevertheless, a limited state waiver of immunity exists under K.R.S. 44.070, which allows for filing of claims of negligence with the Kentucky Board of Claims in the event of negligence on the part of an agency of the state.