

Insurance: High-Risk Member Activities

Whilst this policy provides a guide, as Cam Can provides people with disabilities and their families with personalised, tailored support that maximises their control over available resources, decision making and choice, there may be times when alternative decisions are made for the benefit of Members.

Purpose:

Cam Can holds public liability insurance for most day-to-day activities, however insurance companies have advised us some activities may not be covered. Despite advocacy from Cam Can against this decision, we have been unable to negotiate insurance for high-risk activities.

This policy outlines Cam Can's insurance position regarding liability cover for activities involving Cam Can Members and Support Workers.

Context

Cam Can supports Member's right to make choices about their life, even if choices involve higher than normal risk. Cam Can take steps to ensure Members are aware and informed of risks associated with their choices. If a Member has limited capacity to make an informed decision, Cam Can will work with their guardian to help safeguard potential risks.

Adventure sports can be an excellent way to meet new people, make friends, keep fit, and set personal challenges. In Western Australia, where the weather is bright and sport is a big part of our culture, adventure activities are an important part of creating an inclusive society. Apart from the activity itself, other benefits include teamwork, resilience, confidence-building, problem-solving, connecting with nature, creative play, coordination and strength.

All people, regardless of ability, have a right to participate in activities of their choice, including where there is a heightened risk due to the nature of the activity. Cam Can encourages Members to exercise their right and dignity to participate in adventure activities, conditional to safety being paramount.

As a registered NDIS provider, Cam Can is required to hold public liability insurance to ensure appropriate cover for injury and property damage. As Cam Can provides support in the community, there is always a risk an accident could happen which could make Cam Can legally liable to pay compensation. Public Liability Insurance covers Cam Can if a Member, or a member of the public, is injured or has their property damaged while supports are provided. As insurance is based on risk, Cam Can must implement strategies to minimise the risk, for Members, Support Workers and the organisation.



Policy Statements

1. Whilst Cam Can holds public liability insurance, insurance coverage depends on appropriate controls minimising or negating risk to Members, staff, the public, Cam Can and the insurer.
2. Members who choose to participate in adventure activities do so at their own risk, not Cam Can's risk.
3. If a Member is aged under 18, parental (or equivalent) prior consent to participate in adventure activities must be obtained.
4. If a Member is aged over 18, their adult age implies their consent to participate in adventure activities, understanding the risk is theirs, not Cam Can's. If a Member is unable to make sound decisions, prior consent to participate in adventure activities must be obtained from their guardian (or relevant).
5. Support Workers may accompany Members to adventure activities, but will not participate in the activity, unless the nature of support requires it (e.g. for emotional support).
6. The primary responsibility of a Support Worker is to aid and support Members. Support Workers are not to offer advice, instructions, or sign consent or participation forms (unless a Member is unable to, and prior consent has been received).
7. Incidents must be reported, as per Cam Can's *Incident Management Policy and Procedure*.
8. Foreseeable risks must be managed, as per Cam Can's *Risk Management Policy and Procedure*.
9. Cam Can must communicate this policy to new and existing Support Workers through its Recruitment and Orientation process, and to Members through its Member Agreement and website policies.

Insurance Coverage

1. Covered Activities – Low Risk


Insurance cover applies where Cam Can/Support Workers do not organise, recommend, or promote the activity and are responsible only for transport.

-  Covered: Transport to/from activity
 -  Not covered: Activities listed under Section 4 (Excluded Activities)
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2. Third-Party Organised Activities – Moderate to High Risk


Insurance cover is provided for activities organised by a recognised external party (e.g., sporting club, government facility) holding its own public liability policy.

- **Modest Exposure:** Support Worker provides companionship only –  covered

- **Higher Exposure:** Support Worker assists under third-party direction –  covered if:
 - Risk assessment is documented
 - Waiver is signed by the Member
 - Third party is not excluded under Section 4
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3. Cam Can Organised Activities – Higher Risk

Activities initiated by Cam Can or its Support Workers are conditionally covered with documented risk management and signed waivers.

-  Acceptable activities include:
 - Swimming (lifeguard present, Austswim guidelines)
 - Tourism experiences (via insured third-party operators)
 - Fun runs (max 20km)
 - Cycling (park tracks, with Member capability confirmed)
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4. Excluded Activities – No Coverage

No insurance coverage is available for the following activities:

- Aerial (e.g., ballooning, gliding, parachuting, base/bungee jumping)
 - Contact sports (unless informal, non-competitive Member games)
 - Extreme sports (e.g. paintball, abseiling, rock climbing, white-water rafting, jet ski)
 - Motor racing, quad biking, off-road driving, trail biking
 - Camping at uninsured sites
 - Use of firearms or pyrotechnics
 - Surfing, scuba diving, and most unsupervised water sports
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5. Special Conditions for Covered Activities

Activities such as swimming, fishing, and wellness programs are conditionally covered where:

- A 1:1 support ratio is maintained
 - A lifeguard or safety supervisor is present
 - A risk management assessment is completed and documented
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Note:

Sections 1–5 apply to public liability and vicarious liability (affecting Members and the general public).

Support Workers are separately covered by Cam Can’s workers’ compensation insurance in the event of injury.

Member Agreement Waiver

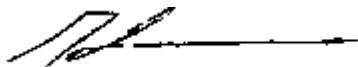
The 2025 *Member Agreement* was updated to ensure Members make an informed decision, enabling them to still exercise choice and control. A waiver was introduced which outlines to Members:

- Not all activities are covered under Cam Can's insurance—especially high-risk or water-based activities.
- If they take part in an activity that isn't covered and are injured, they may be responsible for medical costs or damages.
- If someone else is hurt in an activity they choose, they may be responsible for their damages.
- They agree to follow all safety instructions and take care during activities.
- They waive the right to make a claim against Cam Can for any injury or damage during an activity that's not covered.

These terms are important to protect everyone involved and to help them make informed choices about participating in high-risk activities.

Authority

This policy is issued by:



Marc Lema

CHIEF EXECUTIVE OFFICER

Date: 26 June 2025



Anthea Lema

DIRECTOR

Date: 26 June 2025