

Minors on Campus Policy

Mid-America Christian University

Purpose:

The purpose of these policies and procedures is to provide guidelines for appropriate supervision and protection of minors participating in University-sponsored programs, in programs operated by third parties on the University's campus, and programs housed in University facilities.

General:

Mid-America Christian University has two campus locations and hosts a wide variety of events for non-enrolled minors, including camps, clinics, workshops, conference and other activities. These programs and activities are located both on-campus and off-campus under the direction and authority of the University. In addition, minor children or relatives of employees are often visitors of the workplace. The safety of minors on campus is of utmost importance to the University, and in order to provide a safe, fun, and productive educational environment these policies should be applied to any non-enrolled minor visiting our campus or in participating in University-related programs.

Please note, these policies and procedures are guidelines that may not encompass each and every encounter you may have with a minor. If you have any questions about what procedures to follow in a given situation, please contact the immediate supervisor in charge of the area or facility, or the Director of Student Life by calling (405) 692-3242 or emailing awalls@macu.edu.

Scope:

This policy applies to all non-enrolled minors that are visiting campus, participating in University-sponsored programs taking place off-campus but under the authority and direction of the University, and participating in programs operated by third parties on the University's campus or in the University's facilities.

Definitions:

For the purposes of these policies and procedures, the following definitions apply:

Adult means a person over the age of 21.

Adult supervisor means an adult, paid or unpaid, who interacts with, supervises, chaperons, or otherwise oversees minors participating in University events, programs, activities, or minors in the University facilities. This includes faculty, staff, volunteers, interns, temporary employees, and independent contractors.

Child means an unmarried person under the age of 18.

Minor means a person under the age of 18 who is not enrolled as a student at the University.

Program means any event, activity, program offered or sponsored by the University, or by non-university groups using the University's facilities. This includes, but is not limited to workshops, camps, conferences, campus visits and tours, and other similar activities.

Program Director means the person that oversees and is responsible for the planning, administration, and operation of the Program.

I. Duty to Report Sexual Misconduct, Child Abuse and Neglect

- ***General Rule: Anyone who has reason to believe that a child is a victim of abuse or neglect, has a duty to report the abuse or neglect immediately to the Department of Human Services by calling the Oklahoma DHS hotline at 1-800-522-3511.***
- The University's Department of Public Safety at 405-692-3100 (on the Main campus only) and the supervisor of the person you suspect is responsible for the abuse or neglect should also be notified.
- Reasonable suspicion: One does not have to know for certain that abuse is taking place. Reasonable cause to believe or suspect that child abuse has occurred is sufficient. When in doubt, report it.
- What is Child Abuse and Neglect?

Child Abuse means any actual or threatened physical, mental, or emotional injury or damage to a child caused by a parent or caretaker, including physical or mental injury, sexual abuse, or sexual exploitation.

Neglect means the failure to provide for a child's most basic needs, including any of the following: (1) adequate nurturance, affection, food, clothing, shelter, sanitation, or education, (2) health care, (3) supervision or caretakers, or (4) special care required by the physical or mental condition of the child. Neglect also includes the failure to protect a child from (1) the use, possession, sale or manufacture of illegal drugs, (2) illegal activities, or (3) sexual acts or materials that are not age-appropriate.

II. General Guidelines for Bringing Minors to the University

The following guidelines apply to all minors on the University's campus, except for minors participating in University-sponsored Programs or Programs held by non-University third-party groups:

- Under no circumstance should minors be left unattended anywhere on University grounds (i.e. library, bookstore, Student Center, lobbies, hallways, outdoor areas, etc.).
- A parent or legal guardian must provide supervision at all times, which means a minor must be in the line of sight of a parent or legal guardian at all appropriate times.
- Minors are not allowed in high-risk areas, such as:
 - Laboratories, shops, studios, mechanical rooms, garages, food preparation areas, high security areas;
 - Any areas, indoors or out, containing power tools or machinery with exposed moving parts;
 - University vehicles, snow machines, grounds equipment, farm equipment, heavy duty or other motorized equipment; or
 - Any other high-risk areas (no playing in stairwells or doorways, no access to rooftops, construction zones, etc.).
- Except for visiting high school students that have received prior authorization from the University, minors are not allowed in classrooms while classes are in session.
- The parent or legal guardian of a minor must assure that the minor is not disruptive to others.

III. Employee Guidelines

In addition to the General Guidelines in Article II, the following guidelines apply to University employees that bring minors to the University-workplace:

- Employees should obtain approval by their supervisor prior to bringing a minor to the workplace.
- Minors are not to be brought to work on a regular basis in lieu of childcare.

- If an employee obtains prior approval by his or her Vice President, the employee may bring a minor to work, only occasionally and for the convenience of the employee or due to a family emergency, but in any event, a minor should not stay in the workplace for more than an hour.
- Minors should not be left with other employees.
- Minors should not interfere with workplace activities.
- Minors are not allowed in the high-risk areas described in Article II above.

Exceptions to these restrictions may be granted at the discretion of the requesting employee's Vice President, and only under the following circumstances:

- There is no risk of serious injury or illness to the minor in excess of everyday risks that are present in the workplace;
- There is no significant disruption of the working environment of either the requesting employee or other employees; and
- The requesting employee signs the waiver attached as Attachment E, which is also available on Evangelnet, and must be submitted to the Student Life Office.

Any exception to these restrictions, if granted, may be revoked at any time without cause or explanation by the employee's supervisor, director, dean, Vice President, President, or the Department of Public Safety.

IV. Student Guidelines for Bringing Minors to the University

In addition to the General Guidelines in Article II, the following guidelines apply to University students that bring a minor to the University campus:

- Minors should not be left unattended while the parent or legal guardian is attending class or conducting any other business or social function on campus.
- Minors are not allowed in classrooms while classes are in session.

V. Exceptions

The above General, Employee, and Student guidelines do not apply to minors enrolled in University courses or minor attending University-sponsored Programs or Programs sponsored by non-University third-party groups that are held on the University's campus.

VI. University-Sponsored Programs and Programs Sponsored by Third Parties

The following guidelines apply to all University-sponsored Programs, such as camps, activities or other events under the direction and authority of the University, and other similar events sponsored by non-University third parties.

General Guidelines

- Minors participating in a Program must be identified as part of the Program group (e.g. labels with Program name and contact information on their person).
- Minors participating in a Program are permitted to use the University's general use facilities, but may, as need, be restricted from those high risk areas of the campus described in Article II.
- Where appropriate, minors should be evaluated by adult supervisors for physical ability and divided according to skill level and age group.
- The Program Director must brief all personnel and adult supervisors involved in a Program regarding all security measures in place to protect minors, including inclement weather procedures, and fire and safety evacuation procedures.
- At the start of each Program, the Program Director or an adult supervisor will inform minors where to go in the case of an emergency or what to do if they need help and how to report any injuries or incidents.
- All injuries, other than minor scrapes, bumps and bruises, must be promptly reported to the Program Director - DO NOT wait to see if the parents complain.
- All accessible areas should be inspected to ensure there are no hazards, e.g. open windows, doors propped open, broken glass, no candles or cooking in the rooms, no alcohol, drugs or tobacco etc. Any hazards should be reported directly to the Head Chaperone or the facility manager.
- The Program Director must establish and communicate behavioral expectations to the minors participating in the Program.

Transportation of Minors

- Appropriate drop-off and pick-up schedules and locations should be observed. When minors are not travelling as a group, the parent or legal guardian of a minor must designate in writing an approved list of individuals that may pick-up the minor. Minors may not be released to anyone other than the person listed on the approved list, even if they claim to be a relative. Prior to releasing a minor, the approved persons must provide proper identification to an adult supervisor. Parents or legal guardians must give permission in writing for their child to drive themselves or ride with another person to and from the event. If the minor is flying to the event, a University employee or designee will be responsible for the drop-off and pick-up of that minor.
- The minor's parent or legal guardian must be provided with information on where to pick up their minor if they have missed the standard pick up times. Parents or legal guardians may call DPS at 405-692-3100 for drop-off and pick-up information. The drop off and pick-up policy should be included in the registration materials for any event.
- Only individuals that (1) are authorized adults, (2) are given authorization to transport minors by the Program Director and (3) that have completed a department of motor vehicle background check may transport minors. Motor vehicle background checks may be conducted through the University's Business Office and can take up to three business days.
- Any minor who has driven a vehicle to campus must not operate the vehicle in any capacity through the duration of the Program. Failure to comply may result in the termination of the minor's participation in the event. In this case, any registration costs will not be refunded and any benefits the minor receives for attending the function (i.e. scholarships) will be null and void. This information should also be provided in registration materials as well as any event rules or orientation.

Supervision of Minors

- There should be a minimum of **one adult supervisor for every 12 minors**. Supervision is defined as having the minor within the supervisor's line of sight. However, depending on the nature of the activity, age of the children, and the activities involved, higher or lower supervision ratios may be advisable or applicable as determined by the adult supervisor over the area, or upon consultation with the divisional vice-president. A lower ratio may be applicable for overnight supervision where there are sufficient numbers of chaperones who are on-call, the minors are at

least 13 years old, and adult supervisors are able to maintain line of sight vision on the minor's rooms. Please confer with the adult supervisor to ensure proper ratios and supervision;

- Minors should not be left alone with an adult and should be supervised by at least two adult supervisors or by the parent or legal guardian of the minor;
- Minors under the age of 13 should use the buddy system for restroom breaks, and should check in and out with the adult supervisor for restroom breaks;
- At no time may a minor under the age of 13 be unattended or in the care of a person that is not an adult supervisor or the minor's parent or legal guardian;
- Where the minors are staying at the University overnight, the adult supervisors must designate a "Head Chaperone" who will supervise the minors overnight. The Head Chaperone must be provided with the contact information of the other adult supervisors, and the other adult supervisors must be on call and available during the overnight hours. All contact information should also be provided to the housing representative. The Head Chaperone must be present at all times to ensure minors are secure in their rooms. The Head Chaperone may not leave the premises once the minors are secure in their rooms;
- Where providing individualized instructional services to a minor (e.g. tutoring or art/music classes), the minor must either be accompanied by an adult or, if the instructor is alone with the minor, ensure they are in a location where the parent can see the instructor and the student. There are specific locations that have glass windows so that minors and instructors may be seen by passersby.

Physical contact with minors

- Adult supervisors should not touch a minor in any place normally covered by a bathing suit, unless for clear medical reasons and then only with another adult's supervision.
- Adult supervisors should not touch a minor against his or her will or in a way that would make the minor uncomfortable.
- Adult supervisors should not use force as a form of discipline or punishment, including hitting, striking or spanking a minor.
- Adult supervisors should exercise good common sense and judgment.

- Adult supervisors should not use abusive or derogatory language.

Forms to be completed. The following forms must be completed, executed and provided to the Student Life Office prior to the first day of the Program or at such other time designated by the Student Life Office or these guidelines:

- **Event Planning Checklists** – The Event Planning Checklists attached as **Attachment A** provides items to consider and address for each Program; however, not all of the items may be applicable in any given situation. The checklist should be reviewed and completed by the Program Director and submitted to the Student Life Office at least one week prior to the scheduled Program.
- **Third Party Camps and Activities Sponsor Agreement, Release, and Waiver** – Prior to the start of the Program, each adult supervisor associated with a third-party Program must execute the Third Party Camp and Activities Sponsor Agreement, Release, and Waiver in a form similar to the example form attached as **Attachment B**. Please note this may need some modification for each particular Program.
- **Camps and Activities Sponsor Agreement, Release, and Waiver** – Prior to the start of a Program, each adult supervisor associated with the Program, or any other counselor, volunteer, or employee of the sponsor of the Event must execute the Camps and Activities Sponsor Agreement, Release, and Waiver in a form similar to the example form attached as **Attachment C**. Please note this may need some modification for each particular Program.
- **Minor’s Release and Acknowledgement of Rules and Guidelines** – A parent or legal guardian of each minor attending the Program must execute a Minor’s Release and Acknowledgement of Rules and Guidelines in a form similar to the example form attached as **Attachment D**. This form may be modified to address the needs of each Program.
- Where the event only involves the use of University facilities, there may be a need to only have the forms executed on an annual basis and as part of a facilities use agreement (e.g. monthly science club meetings not sponsored by the University).

The Student Life Office will maintain all executed Program forms for at least seven years. Questions regarding any of the forms should be directed to the Student Life Office.

Background Checks

- **Criminal and sex offender background checks:**
 - **EACH** adult working at a Program with minors is required to have a background check on record with the University before the adult is hired or allowed to engage with minors as an adult supervisor. The background check will include criminal and sexual offender check and must be reviewed and approved by the University's Human Resources Department prior to authorizing the adult to participate in a Program involving minors. Background checks should not be older than one-year prior to the date of the Program. Background checks may be conducted through the University's Department of Public Safety or by an outside entity, to be paid for by the hosting organization.

- **Student misconduct checks:**
 - **EACH** University student working at a Program with minors is required to have a student misconduct check on record with the University within the past academic year before the student is allowed to participate in a Program with minors or to serve as an adult supervisor. Student misconduct checks should be scheduled with the University's Director of Student Life by calling (405) 703-3242. Successful completion of a student misconduct check generally requires a student to have no student code violations within the past six months. Please note it takes approximately five (5) business days for the Student Life Office to conduct these checks. Applicable fees may apply for processing.

VII. Programs Sponsored by Third Parties

In addition to the policies described in Article VI above, the following guidelines specifically apply to Programs held on the University's campus by non-University third parties, including registered student organizations. If there is a conflict between the policies in Article VI, and this Article VII, the policies in this Article VII control.

Each non-University third-party group must:

- Secure a University host to utilize campus facilities.

- Appoint at least one Program Director with responsibility for the operation of the Program. The Program Director must be available 24 hours a day while the Program and is in session and is responsible for ensuring compliance with all University rules, policies and procedures, including the Minors on Campus policy; arranging for medical treatment in cases of illness or injury; and maintaining daily contact with the University host to keep the University informed of the program and to receive messages.
- Provide a list of all Program staff and participants to the University, which should include the name, address, phone number, and emergency contact information for each staff member and minor participating in the Program.
- Conduct appropriate background checks on all Program staff comparable to the standards established in Article VI above.
- Only individuals that are authorized adults, and that have completed a department of motor vehicle background check may transport minors.
- Furnish a certificate of insurance to the University showing that there is a comprehensive general liability insurance policy in place with at least \$1,000,000 in coverage providing coverage for personal injury, death, and property damage occurring in or on the University's premises and in which the University is named as an additional insured.

VIII. Minors on Campus in K-12 Programs, Field Trips, or Similar Events

In addition to the policies described in Article VI above, the following guidelines apply when minors are on the University's campus for a field trip sponsored by a K-12 school or similarly sponsored event.

- The event sponsor must secure a University host to utilize campus facilities.
- The Program Director must obtain contact information for the event sponsor and must provide this information to the Student Life Office along with the contact information for the University host assisting the group in that area or facility.
- The event sponsor must provide a list of all staff and participants to the University, which should include the name, address, phone number, and emergency contact information for each staff member and minor participating in the event.

- The location the group will visit should be inspected either by the Program Director or other appropriate University officials for safety purposes (e.g. facilities management or lab supervisor where students are touring lab facility);
- Employees in the area should be made aware of the minors' presence in the area, and are advised to report any issues or suspicious activity to MACU DPS and DHS if applicable. DPS: (405) 692-3100 or DHS: 1-800-522-3511
- The Event Planning Checklist(s) at Attachment A provides additional items to consider and address; however, not all of the items may be applicable in any given situation.

ATTACHMENT A

EVENT PLANNING CHECKLISTS

General

These checklists are designed as guidance for the University contact and/or department to consider when hosting activities or events. Not all of the items will be applicable in any given situation, but do raise items to be considered and addressed where applicable.

- Has the facility been reserved and confirmation obtained?
- Does the program have waivers signed from all appropriate participants? (See Minors on Campus Guidelines)
- Is the program time scheduled with minimal or no free unsupervised time? If no, what can you do to minimize unsupervised activities or time on the schedule?
- What proactive steps can you take to educate program participants about strategies as well as expectations for minimizing risks during their visit to campus?
- Is there a comprehensive training program for all staff and volunteers who will serve as supervisors and/or instructors for this program? What are the components of this training and how often is this training scheduled?
- Are recreational events or activities that involve physical activity included in the programming? (Examples: running, jumping, swimming, climbing activities at height greater than six (6) feet, lifting weights, contact or field competition sports)
 - Does your department/agency require signed waivers and health assessments signed by a parent or legal guardian?
 - Do you have a mechanism in place to require medical clearance if there is a questionable risk on the health assessment form?
 - Who in your department/agency screens these forms?
- What proactive steps have you taken to minimize the risks associated with each of the physical activities listed above?
- Do any of the activities for this program involve the operation of hand or power tools such as saws, exacto knives, drills, scissors, or scalpels?
 - Have the sponsors/coordinators arranged for review of the safe use, proper handling, and supervision of participants engaged in use of such devices?

- How will the review be conducted so that participants as well as supervisors understand safe handling protocols?
- Is the equipment in proper working condition?
- What process is in place to check safety of equipment on regular intervals during the program?
- Is “activity appropriate” safety equipment (such as, but not limited to, safety goggles) provided to all individuals participating in the activity?
- Will any activity of this program involve participant use of, or access to, weapons, or pressurized projectiles?
 - Has the equipment been inspected to ensure proper working condition?
 - What process is in place to check safety of equipment on regular intervals during the program?
 - Will instruction on the safe use or handling of the equipment be provided to supervisors and participants?
 - Who will facilitate this training and what resources have been used to assure training is accurate?
 - How will you assure that participants understand training?
 - Has the sponsor arranged for adequate adult supervision during the use or handling of this equipment?
 - What is the appropriate supervisor structure?
 - Have measures been taken to restrict access to this equipment when not in use?
 - What measures have been identified to limit access?
 - Who will have access?
- Will any activity involve the use of chemicals or ignitable or noxious gases?
 - If yes, is specific training in the safe use of these materials being provided to participants?
 - Who will facilitate this training and what resources have been used to assure training is accurate?
 - Is there documentation for this training?

- Will any activity involve water sports (diving, swimming, scuba, or wading)?
- If diving, swimming, or scuba diving or any other water activities to be conducted, will certified lifeguards be on duty at the immediate location of the activity?
- Has consideration been given to the provision of the following?
 - Adequate adult supervision?
 - What will the supervisor to participant ratio for water activities be?
 - Assessment of swimming skill proficiency in relation to the activity?
 - What type of skill assessment will be used?
 - Is the person conducting swimming skill proficiency assessments qualified to make proficiency determinations?
 - Who will facilitate the assessment?
 - Will a “buddy system” be utilized to ensure that minors do not enter the water alone?
 - Will participants be provided a review of safety consideration appropriate for the water activity?
 - Who will facilitate this training and what resources have been used to assure training is accurate?
 - How will you assure that participants understand training?
- Are alternative activities planned in the event of bad weather?
 - Who will determine if weather is not suitable for water activities?
 - What are the alternate activities that you have planned?
 - Have proactive risk management plans been developed for these activities?

Event Planning Checklist

Housing

- Will participants be housed overnight?
- If yes, will they be housed in University Residence Halls?
 - Have measures been taken to restrict access to the Residence Hall?
 - What measures have been identified to limit access?
 - Who will have access?
- Will participants be housed in facilities other than Residence Halls?
 - What facilities?
 - What other groups are being housed in the same facilities?
 - Are there any unique characteristics about the facility being used that need to be considered for children staying there?
- Has consideration been given to the restriction of access to the housing area?
 - How will access be restricted?
 - Who will be responsible for making sure access is restricted?
 - Who will have access to housing areas?
- Will participants be provided instruction on security, loss prevention, and other housing related safety and security issues?
 - What information will be included in the instruction?
 - When will this information be covered?
 - Who will facilitate material?
 - How will you assure participants understand information?
- Will participants be oriented on exit locations in the event of an emergency?
- Will participants be instructed on emergency exit procedures, common meeting or reporting areas in the event of a building evacuation?

- Has consideration been given to determining an appropriate number of participants assigned to an established sleeping area/space?
- Has consideration been given to the provision of housing supervision?
 - What is housing supervision ratio?
- Will a curfew be established and communicated to participants?
 - What is curfew?
- Is there a process to determine if all participants have been accounted for at curfew, lights out or other determined points in the day or evening to ensure participants are present or accounted for?
 - How will curfew be enforced?
- Have procedures been established for managing the situation if a participant is absent and unaccounted for (e.g. who should be informed, at what point should security or police authorities be advised, when will parents be advised?)
 - What are procedures and who has been trained on them?
 - Are procedures for responding to this or any other crisis documented?
 - What training has been done for supervisors of the program as well as volunteers regarding crisis response?
- In situations when groups of student participants bring their own adult counselor or supervisor (e.g. Coaches, drill team advisors, guidance counselors) have provisions been made to brief these individuals on safety, camp established expectations, camp rules, or other provisions?
- Have you conducted background checks on program staff, counselors, teachers, or other adults who will work closely with participants?
 - What types of background checks are done?
 - Who conducts the background checks?
 - How is information maintained regarding background checks?
- Have you conducted background checks on adults who will share housing facilities with participants (including adults in homes that will host participants overnight)?
 - What types of background checks are done?
 - Who conducts the background checks?

- How is information maintained regarding background checks?
- Will participants be provided information on who to see or contact if they have an emergency?
- Will participants be briefed on expectations with regard to conduct (e.g. horseplay, pranks, etc.)?
 - How will this be covered and who will facilitate behavior expectations?
- Will participants be briefed on safety provisions specific to the facility in which they are housed (e.g. Prohibitions to sitting in windows, on ledges, and railing of high-rise buildings)?
 - What information will be included in the instruction?
 - When will this information be covered?
 - Who will facilitate material?
 - How will you assure participants understand information?

Event Planning Checklist

First Aid

- Has the sponsor made arrangements to provide first aid training to staff and volunteers? If yes, check those that apply:
 - classroom instruction
 - video instruction
 - web-based instruction
 - literature review
 - other (please explain) _____

- Will individuals with first aid or other medical training (may include police or security forces) be present (in the actual vicinity of activities) during program activities?

- Will medical trainers or technicians be “on call” for the purpose of providing first aid?

- If none of the above, please provide an explanation of how first aid will be administered for the camp or program (attach additional pages if necessary).

- Will a First Aid Kit be provided immediately to the location of the program activities?
 - If no, please explain.

 - If yes, has the sponsor considered which first aid kit items are most appropriate for the contents of the First Aid Kit according to the activities of the program?

- Has or will the sponsor inspect the contents of the First Aid Kit to ensure that used, out of date, or damaged items have been replaced?

- Will program staff be provided information on recognition of and treatment of heat exhaustion or heat stroke?

- For strenuous outside activity conducted between May and September, will heat exhaustion preventative measures be taken? (e.g. The provision of cool drinks and frequent encouragement or reminder to consume them, breaks or rest periods from extended periods of physical activity, staffers alert for the symptoms of the onset of heat exhaustion.)

- Will the camp sponsor collect information from participants regarding special medical considerations (such as food allergies, insect stings or bites, allergic reactions, activity restrictions, injuries sustained prior to camp or program participation that might be aggravated or re-injured while participating in camp activities, possession or use of prescription medication, allergic reactions to medications)?

- How is this information gathered?
- How will the information be disseminated to those responsible for supervision?
- What arrangements have been made for participants to receive prescription medication from parent or legal guardian?

- If yes, will the camp sponsor provide for the appropriate security of sensitive medical information? How will information be maintained?

- Is there a process in place to ensure that restrictions are appropriately applied (e.g. providing that alternative foods and other preventative measures are taken to avoid exposure when allergies are noted and ensuring that arrangements are made to prevent specific contacts in the case of severe allergies)?

- In cases where camps/activities will prepare and or serve their own foods, have plans been made to maintain proper storage or transportation temperatures, proper sanitation, and food handling?

ATTACHMENT B

For use with Programs sponsored by non-University third-party groups, except for standard school sponsored field trips or events. This form must be signed and completed by Program Director in charge of the Program as well as the entity sponsoring the event, as applicable.

**THIRD PARTY CAMPS AND ACTIVITIES SPONSOR
AGREEMENT, RELEASE, AND WAIVER**

Please read this Agreement, Release, and Waiver carefully before you sign it.

Name of the person or entity hosting or sponsoring the event: _____

Program Director for the event: _____

Description of event: _____

Proposed event date(s): _____

Will the event require an overnight stay on campus? _____

If no, what are the hours of operation for the proposed event: _____

Expected number of participants: _____

Age range of event participants: _____

How many staff members, counselors, or volunteers will work the event? _____

In consideration of use of the campus and facilities of Mid-America Christian University (the "University") for the event specified above (hereinafter referred to as the "Event"), the undersigned parties (collectively, the "User") hereby agree as follows:

1. Duty: By offering to host or sponsor the Event, the User recognizes and accepts the legal duty to operate the Event in a safe manner, to comply with all of the University's rules, policies, and procedures, and all applicable laws.

2. Minors on Campus Policy. The User has read and understands the University's Minors on Campus Policy and agrees to enforce and comply with all of the terms, policies and procedures set forth in the Minors on Campus Policy. In addition, I further certify that:
 - a. all employees and volunteers of the Event have successfully completed a background check within the past year;

 - b. only those adults who have had a department of motor vehicle check will be permitted to transport any minors in relation to the camp;

 - c. all employees and volunteers of the Event have been instructed on proper line of sight supervision of minors;

- d. all employees, volunteers, and Event participants, and their parents or legal guardians have been instructed on safety and security procedures and notified of applicable University policies and relevant contact numbers should any injuries or abuse occur.
 - e. there will be a sufficient number of adult supervisors for the minors in light of best practices and the nature of and location of the activity.
 - f. each minor attending the Event, and all employees and volunteers of the Event have executed the applicable releases and agreements required by the University
3. University Rules. I understand that should the University become aware of any violations of this Agreement or of any of the University's rule, policies, or procedures, the University may immediately remove the Event from campus and not reimburse any amounts already paid by minors or the Event.
 4. Release and Waiver. **The User agrees to indemnify, release, and forever discharge and hold harmless, and consents not to sue the University,** and its partners, owners, directors, officers, members, employees, volunteers, agents and representatives heirs, successors, and assigns, and each and every person acting by, through, under, or in concert with them, or any of them, and agrees to hold harmless, defend and indemnify the same, for any and all loss, damages, claim, demand, action or right of action of whatsoever kind of nature, either in law or in equity, arising from or by reason of any personal injury, known or unknown, death and/or property damage resulting or to result from personal injury, known or unknown, death and/or property damage resulting or to result from the Event. User's indemnity obligation shall include an obligation to indemnify the University for any costs, expenses, and reasonable attorneys' fees incurred or paid by the University in connection with any litigation arising out of or relating to the Event.
 5. Relationship of the Parties. Nothing in this Agreement shall contain or imply any agency relationship between the User and the University, nor shall this Agreement be deemed to constitute a joint venture or partnership between the User and the University.
 6. Other Agreements. The User will complete and sign all other require forms and releases and will require its staff, volunteers, and other personnel to sign the Camps and Activities Sponsor Agreement, and will require all participants in the Event to sign a Minor's Release and Acknowledgement of Rules and Guidelines.

I have read and agree to abide by these Guidelines and attest to my understanding of the Guidelines and certify my compliance with them. If I am also a University employee, I understand that failing to comply with these Guidelines could result in disciplinary action.

Program Director

Event Sponsor

Print Name: _____

Individual/Entity Name: _____

Signature: _____

Signature: _____

Date: _____

Title: _____

Date: _____

ATTACHMENT C

This form is to be completed by all employees or volunteers of any camp, activity, or event.

CAMPS AND ACTIVITIES SPONSOR AGREEMENT, RELEASE, AND WAIVER

Please read this Agreement, Release, and Waiver carefully before you sign it.

Name of the person or entity hosting or sponsoring the event: _____

Name or Description of event: _____

Date of event: _____

Your responsibility or job title at the event: _____

In consideration of use of the campus and facilities of Mid-America Christian University (the "University") for the event specified above (hereinafter referred to as the "Event"), I, hereby acknowledge and agree as follows:

1. I agree to comply with and abide by all of the University's rules, policies, and procedures, and all applicable laws.
2. I have read and understand the University's Minors on Campus Policy and I agree to enforce and comply with all of the terms, policies and procedures set forth in the Minors on Campus Policy. I understand that failure to comply with the University's Minors on Campus Policy may result in disciplinary or legal action, including suspension, expulsion, or termination of employment, as applicable.
3. I consent to the University conducting a background check or student misconduct check in connection with my employment or volunteer work for a University-sponsored event involving minors.
4. **I agree to indemnify, release, and forever discharge and hold harmless, and consents not to sue the University**, and its partners, owners, directors, officers, members, employees, volunteers, agents and representatives heirs, successors, and assigns, and each and every person acting by, through, under, or in concert with them, or any of them, and agrees to hold harmless, defend and indemnify the same, for any and all loss, damages, claim, demand, action or right of action of whatsoever kind of nature, either in law or in equity, arising from or by reason of any personal injury, known or unknown, death and/or property damage resulting or to result from personal injury, known or unknown, death and/or property damage resulting or to result from the Event. User's indemnity obligation shall include an obligation to indemnify the University for any costs, expenses, and reasonable attorneys' fees incurred or paid by the University in connection with any litigation arising out of or relating to the Event.

Print Name: _____

Date: _____

Signature: _____

ATTACHMENT D

MINOR’S RELEASE AND ACKNOWLEDGEMENT OF RULES AND GUIDELINES

Please complete the following information:

Name of Program, Activity, Camp, or Event (hereinafter referred to as the “Event”): _____

Date of Event: _____

Minor's Name (hereinafter referred to as the “Minor”): _____

Minor’s Date of Birth: _____ Gender: M____ F____

Parent/Legal Guardian's Name: _____

Telephone Number: _____ E-mail _____

Two Emergency Contacts:

Name: _____	Relation: _____
Home Phone #: _____	Cell Phone #: _____

Name: _____	Relation: _____
Home Phone #: _____	Cell Phone #: _____

PLEASE READ THIS RELEASE CAREFULLY BEFORE YOU SIGN IT. THIS IS A LEGALLY BINDING DOCUMENT.

In consideration for allowing the above named Minor to participate in the Event, I, as the parent and/or legal guardian of Minor, for myself, and on behalf of Minor and his/her parents (if applicable), heirs, executors, administrators, next of kin, successors, and assigns, all of whom shall be legally bound by this Release, hereby agree as follows:

1. I acknowledge that Minor is not required to participate in the Event and that his/her participation is voluntary and solely for his/her enjoyment. I further understand that said Minor can withdraw from the Event at any time. I know the nature of the Event and the Minor’s experience and capabilities, and I consider Minor to be qualified to participate in the Event. I understand and acknowledge that Minor’s participation in the Event may require him/her to engage in physical activity that may be strenuous and/or potentially dangerous and we expressly assume the risks of illness, injury, and death inherent in any form of physical activity. Further, I recognize and acknowledge the potential risks and dangers involved with travel and transportation associated with the Event and any related field trips and other Event activities. Neither Minor nor I are aware of any reason, medical or otherwise, why Minor should not participate in the Event, and **we are**

prepared to, and do, hereby accept any and all risks, whether known or unknown to Minor and/or me, of having Minor participate in the Event.

2. Except as described below, Minor does not have any special medical considerations, including food or other allergies, diseases, or other medical conditions, and is not required to take regular prescription or other medications.

Description of allergies, diseases, medical conditions, or required medications: _____

3. I acknowledge that I have read the Event rules and the University's rules stated herein or as otherwise advised at the time of the Event, and as published on the University's website, www.macu.edu, and understand and agree to abide by all University and Event rules and policies. I have communicated the Event rules and the University's rules to the Minor. I understand that failure to comply with these rules or any other rule established by the Event may result in Minor's immediate removal from the Event. I waive any claim for refund or any other contract right upon removal (including any incentives or scholarships offered).

4. **WE AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS, AND I COVENANT NOT TO SUE**, Mid-America Christian University's ("University"), and its partners, owners, directors, officers, members, employees, volunteers, agents and representatives heirs, successors, and assigns, and each and every person acting by, through, under, or in concert with them, or any of them, hereinafter collectively referred to as "Releasees," and agrees to hold harmless, defend and indemnify the same, for any and all loss, damages, claim, demand, action or right of action of whatsoever kind of nature, either in law or in equity, arising from or by reason of any personal injury, known or unknown, death and/or property damage resulting or to result from personal injury, known or unknown, death and/or property damage resulting or to result from participation in the Event whether sponsored by the University or a third party.

5. I recognize that the Releasees do not assume responsibility or liability for-including costs and attorney's fees—any accident or injury or damage resulting from any aspect of participating in the Event. The Releasees are not liable for any special, incidental, or consequential damages arising out of or in connection with any aspect of participation in the Event.

6. This Agreement contains the entire agreement between the parties hereto and the terms of this Agreement are contractual and not a mere recital.

7. As a parent and/or legal guardian of said Minor, I hereby give consent and authorize the Event sponsor or the University, as applicable, to obtain medical treatment for the Minor on my behalf in the event of an accident or serious illness. I hereby hold harmless and agree to indemnify University from any claims, causes of action, damages and/or liabilities arising out of or resulting from any such medical treatment. I further agree to accept full responsibility for any and all expenses associated with the transportation and medical treatment of the Minor.

8. I will immediately notify the Event Program Director or supervisor at the contact information listed below, of any injuries sustained by Minor as a result of the Event and of any inappropriate behavior experienced by Minor related to the Event. I also understand and agree that should any

issues of sexual misconduct, harassment or assault occur, I will immediately report those to both the Event Program Director and to well as the University's Department of Public Safety at the contact information provided below.

9. I certify and agree that I am to pick-up and drop-off Minor only at the designated places and times. Should I fail to timely pick-up Minor at the designated area, I understand he/she will be taken to the Department of Public Safety for pick-up. Failure to timely pick-up Minor may result in his/her immediate withdrawal from the Event. In addition to myself, the following individuals are authorized to pick-up and drop off Minor:

Name: _____ **Phone #:** _____
Name: _____ **Phone #:** _____

I understand that the above persons must show photo identification before the Minor will be released for pick-up from the Event.

10. I understand that if the Minor drove a vehicle to the Event it is not allowed to operate the vehicle in any capacity through the duration of the Event. Failure to comply will result in the Minor no longer being considered as a registered participant in the Event. Any registration costs will not be refunded and any benefits the minor receives for attending the function (i.e. scholarships) will be null and void.
11. I understand that photographs and recordings may be taken of the Minor while attending the Event, which may be used by the University for promotional purposes. I understand that I may opt out of this policy by requesting and completing the appropriate form.
12. **I understand that by signing this Agreement, Release, and Waiver, we are giving up Minor's and my legal right to sue the Releasees, and/or to seek compensation from the Releasees for injuries and/or damages that Minor or I may incur as a result of the negligence of Releasees, Minor's participation in the Event, and/or any risks assumed by Minor or me under this Agreement.**

Signature: _____ Printed Name: _____

Relationship: _____ Date: _____

To be completed by the University:

The Event Program Director is _____, and he or she may be reached by calling _____.

The Department of Public Safety may be reached by calling (405) 692-3100.

ATTACHMENT E

EMPLOYEE WAIVER

[attach here]