
Minors on Campus Policy

(Revised April 2022)

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1. General

Clark University values a safe environment for all of its programs, services, and activities, including those with minors. This policy establishes standards for minors participating in University programs, workplaces and classrooms. Individual departments of the University may develop more stringent standards to address their particular needs including, but not limited to ethical standards and codes of conduct. In order to ensure that all University departments involved with programs for minors are aware of and comply with this policy, the Compliance Committee asks units, as applicable, to complete a yearly compliance certification.

2. Definitions

For the purposes of this policy, the following definitions apply:

- “Abuse or neglect of minors” means infliction of physical or mental injury, sexual abuse, exploitation, or negligent treatment/maltreatment of a person under age 18.
- “Authorized adults” means individuals, paid or unpaid, who are responsible for, interact with, supervise, oversee, or otherwise chaperone minors in University programs. This includes but is not limited to, faculty, staff, volunteers, students, interns, alumni, and other third-parties.
- “Campus” means all buildings, facilities, and properties that are owned, operated, managed, rented, or controlled by the University for University programs.

- “External organization” means a third-party vendor or other non-University organization or individual that uses University facilities to conduct a program and/or activity with minors pursuant to an approved contract with the University.
- “Minor” refers to an individual under the age of 18 who is a participant in a University program. For the purposes of this policy, “Minor” does not include individuals under the age of 18 who are enrolled as students at Clark University. “Minor” does also not include individuals who accept admission to Clark University and submit a tuition deposit.
- “Program leader” means the person primarily responsible for the management, oversight, and implementation of a University program for minors.
- “University program for minors” means an activity for minors (1) operated or sponsored by a University department, college, or school, (2) during which the University assumes responsibility for the care and custody of the minors.
- “University program” does not mean:
 - Activities in which minors are supervised by parents, guardians, chaperones, or third parties
 - Kindergarten through 12th grade groups visiting campus as members of campus tours
 - Patrons of educational or entertainment events or activities
 - Human subjects research involving minors conducted under the oversight of an institutional review board
 - Recruitment activities in large group settings

3. Code of Conduct

Members of the campus community and volunteers, particularly those working with minors, are expected to perform their duties with the highest degree of integrity, honesty, and good judgment consistent with the [Admin and Staff Handbook](#) or [Faculty Handbook](#). To ensure the safety and wellbeing of minors, those who interact with minors on campus are encouraged to meet in groups or public areas.

Program leaders and others working with minors must monitor the minors' behavior to prevent interruptions to University business or instruction.

As discussed in Section 6, under state law, all University members must immediately report if they have reasonable cause to suspect abuse or neglect of minors.

4. University Program Requirements

Program leaders must obtain a signed copy of the Parental Authorization Form and the Waiver/Release of Liability Form from minors' parent or guardian (Exhibit A). Alternatively, program leaders may obtain

from each minor's parent or guardian a signed copy of other similar forms that have been reviewed by the Compliance Committee.

Program leaders should ensure that the ratio of adults to minor program participants follow the [American Camp Association ratios](#):

- 5 years and younger: 1 staff for each 5 overnight campers and 1 staff for each 6 day campers
- 6–8 years: 1:6 for overnight, and 1:8 for day
- 9–14 years: 1:8 for overnight and 1:10 for day
- 15–18 years: 1:10 for overnight and 1:12 for day

4.1. General Safety

- **Two Adults Practice:** It is highly recommended that at least two unrelated adults who have had the appropriate background and criminal record checks should be with minors at any given time. Care should be taken to avoid or minimize situations in which individual minors are alone with a single adult. This rule includes, but is not limited to, all transportation to/from activities, accompanying a child to the bathroom, and giving a minor a ride home.
- **One-on-one meetings** with a child or young person are best held in a public area, or if that is not appropriate or possible, then the door to the room should be left open, and/or someone on the Clark University program staff should be notified about the meeting.
- **Open and Well Illuminated Spaces:** Programs and activities involving children on or off campus should be held, where feasible, in open and well-illuminated areas that are easy to access and monitor.

4.2. General Safety Training for Those Participating in University Programs

Program leaders should identify the authorized adults who must complete appropriate training. Training is required and can be accessed through our [Learning Portal](#). The training includes:

- Basic warning signs of abuse or neglect of minors.
- Guidelines for protecting minors from emotional and physical abuse and neglect.
- Requirements and procedures for reporting incidents of suspected abuse or neglect or improper conduct.
- A code of conduct for interacting with minors.

Departments may offer additional training to authorized adults to meet the specific needs of individual University programs.

4.3. Criminal Background Checks

All authorized adults must clear criminal background checks prior to participation in University programs. Program leaders may require other authorized adults to clear background checks prior to

participation in University programs. Background checks are valid for three years. If you need to secure a background check, please contact Human Resources at hr@clarku.edu

4.4. Vehicle Requirements

(A) Any motor vehicle used for the transportation of children enrolled in a camp program shall be in compliance with the pertinent sections of M.G.L c. 90, in particular, §§ 7B and 7D, and with all applicable regulations of 540 CMR: Registry of Motor Vehicles. (B) Any vehicle used for transportation of children shall have passed an annual safety inspection in accordance with the laws of the Commonwealth.

4.5. Qualifications of Driver(s)

(A) The camp operator shall ensure all drivers of vehicles transporting campers and staff are: (1) 18 years of age or older; (2) have at least two year's driving experience as a licensed driver; (3) possess the required license for the type of vehicle; and (4) possess a current American Red Cross Standard First Aid Certificate, or its equivalent. If there is a second staff person in the vehicle possessing the required first aid certification, the driver need not be certified. (B) The driver of any vehicle transporting children shall have a valid driver's license recognized by the Commonwealth. (C) All Clark University employees must review and follow the [Driver and Vehicle Use Policy](#).

4.6. Swimming Pools

(A) The operator of each recreational camp for children shall ensure all swimming and wading pools used by campers and staff shall be in compliance with 105 CMR 435.000, including the pool fence requirements in M.G.L. c. 140, § 206, and 780 CMR: (B) At the first pool swimming session, a camp operator shall ensure a determination is made of each camper's swimming ability. Campers shall be confined to swimming areas consistent with the limits of their swimming ability or to swimming areas requiring lesser skills than those for which they have been classified.

4.7. Field Trips

The operator of each camp, including primitive, travel and trip camps, shall establish a written itinerary before departure for all field trips, and shall provide a copy of this itinerary to the parent(s) or guardian(s) of each camper before departure. Whenever feasible camps shall notify parents/guardians of any changes to the itinerary prior to departure of any field trips.

5. External Organizations

External organizations must:

- Establish a contractual relationship with the University for the use of facilities or resources (a copy of the executed contract must be provided to the Office of General Counsel);
- Identify a contact person or agent who will coordinate with the University;
- Ensure that their staff has undergone background checks that, at a minimum, comply with Section 4.3; and undergone youth protection training to comply with 4.1.

- Provide evidence of one-million dollars (\$1,000,000) of general liability insurance coverage that includes sexual abuse/molestation coverage and lists “Trustees of Clark University” as an additional insured party.

6. Reporting

6.1. Emergencies

In case of an emergency, one should immediately call [University Police](#) at (508) 793-7575 or 911.

6.2. Known or Suspected Abuse or Neglect of Minors

Every member of the University has an obligation under [Massachusetts Law](#) to report any instances or suspected instances of abuse/ neglect of a minor. Anyone who knows, suspects, or receives information indicating that a minor [has been abused or neglected](#), or who has other concerns about the safety of minors, should contact [University Police](#) or the [Department of Families and Children \(DCF\)](#) at 800-792-5200.

Program leaders must take immediate steps to prevent further harm to the alleged victim or other minors, including, where appropriate, removing the alleged abuser from the program or activity, or limiting his or her contact with minors pending resolution of the matter.

6.3. Misconduct

Anyone can report suspected misconduct to Clark University Police at 508-793-7575.

7. Minors in the Workplace or Classroom

The University values its employees and students by recognizing the role of families in their lives and promoting work-life balance. In certain circumstances, it may be appropriate for faculty, staff, and students to bring their minor children to the workplace or classroom. In such situations, the [Visitors to Campus](#) policy should be reviewed.



CLARK UNIVERSITY APPROVED LICENSE/LEASE AGREEMENT

This agreement varies depending on group, size, etc. Contact Director of Facilities at Clark University for specific agreements.

Related Information

History/Revision Information

Responsible Division/Office: Compliance; Risk Management

Approval Date:

Effective Date:

Last Amended Date: April 2020

Also Found In:

8. References

Some of these forms may be required before the start of the program, with a copy of all signed forms provided to the Office of General Counsel at legal@clarku.edu and Anthony Penny at apenny@clarku.edu

- Appendix A: Parental Authorization and Waiver/Release of Liability
- Appendix B: Programs Staff Code of Conduct Agreement
- Appendix C: Volunteer Registration Agreement
- Appendix D: Participant Code of Conduct Agreement
- Appendix E: Media, Photo and Video Release Form
- Appendix F: Pickup Authorization Form
- Appendix G: Independent Contractor/Consultant Insurance Agreement Form (if applicable)
- Appendix H: Participant Liability Waiver Form
- Appendix I: Participant Medical Information and Release Form
- Appendix J: Participant Self-Administration of Medication Waiver and Consent Form
- Appendix K: Participant Over-the-Counter Medication Waiver and Consent Form
- Appendix L: License/Lease Agreement for Short-Term Use of Campus Facilities



Appendix A

Parental Authorization and Waiver/Release of Liability

I, _____, parent or legal guardian of _____, hereby give my permission for my child to participate in the _____ (the Program) on _____. In full recognition of the possible dangers inherent in visiting a university campus, I hereby acknowledge that I have voluntarily and freely elected to allow my child to participate in this Program and agree to assume all risks and responsibilities surrounding my child's participation in the Program's activities.

In consideration of being permitted to participate in the Program, I hereby voluntarily release Clark University and their employees, students, officers, trustees, directors and agents from any and all liability resulting from or arising out of my child's participation in the Program.

I understand and agree that this Waiver/Release will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I or my child may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me or my child, arising out of participation in the Program.

I understand and agree that by signing this Parental Authorization and Waiver/Release of Liability, I am assuming full responsibility for any and all risk of property damage, personal injury or death suffered by my minor child while participating in the Program. I understand and agree that by signing this Parental Authorization and Waiver/Release of Liability, I am agreeing to release, indemnify, and hold harmless Clark University and their employees, students, officers, trustees, directors and agents from any and all liability or costs, including attorney fees, associated with or arising from participation in the Program.

I understand that this Waiver/Release of Liability will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children, and any guardian for said children.

I acknowledge that I have read this Parental Authorization and Waiver/Release of Liability and that I understand the words and language in it. I also understand that this Parental Authorization and Waiver/Release of Liability is valid for the duration of time that my child participates in the Program unless rescinded through my written instructions

Child's Name: _____

Print Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____ Date: _____

Emergency Contact Information: _____



Appendix B

PROGRAMS SERVING MINORS PROGRAM STAFF CODE OF CONDUCT

Clark University is committed to the safety and well-being of minors. Authorized staff (defined as any Clark employee) and volunteers should be positive role models and treat others with respect, courtesy and dignity. Authorized staff and volunteers must abide by all state and federal laws, and Clark University policies.

As an authorized staff or volunteer working in programs for minors, I hereby agree as follows:

- I will maintain appropriate physical boundaries at all times.
- I will immediately report any reasonable suspicion or knowledge of abuse of a minor in accordance with MA requirements.
- I will not touch or speak to a minor in a sexual or other inappropriate manner.
- If one-on-one interaction is required it will take place in an open, well-illuminated space where I am observable by other volunteers or program staff (any exceptions must be pre-approved in writing).
- I will not meet with minors outside of established program locations or outside of established times.
- I will not invite minors to my home or other private location or accept their invitations for the same.
- I will not make sexual comments, tell sexual jokes or allow minors to access sexually explicit materials.
- I will not engage or allow minors to engage me in romantic or sexual conversations.
- I will not engage in private communications with minors to include communications via text messaging, e-mail, phone, internet chat, on-line games or other forms of social media.
- I will not accept or give gifts to minors without the knowledge of their parents or guardians.
- I will not inflict any physical or emotional abuse on minors to include, but not limited to striking, humiliating, ridiculing, or degrading minors.
- I will not use, possess or be under the influence of alcohol or illegal drugs at any time while working in the presence of minors.
- I will not provide or knowingly allow minors to possess or consume alcohol, tobacco, or illegal drugs.
- I will not use profanity, vulgarity, or harassing language in the presence of minors at any time.
- I will not provide transportation to minors unless doing so is an approved component of the program.

My signature confirms that I have read and understand this Code of Conduct. My signature further confirms that I agree to abide by this Code of Conduct. Failure to abide by this Code of Conduct may result in sanctions against me, including but not limited to, termination and/or criminal prosecution.

Printed Name

Signature

Date



Appendix C

**Clark University
Programs Serving Minors
Volunteer Registration Form and Agreement**

Volunteer's Name (Please Print): _____

Tel. No.: _____

Mailing Address: _____

Dates of Service: _____ to _____

Emergency Contact Name/Tel. No.: _____

Sponsoring Department: _____

Supervisor of Volunteer: _____

Description of Volunteer Duties: _____

Location where Volunteer will Perform Duties: _____

As a Volunteer, I understand and agree to the following:

1. I am volunteering to perform the duties identified above solely for my personal benefit without promise or expectation of compensation, benefits, academic credit, or future employment from Clark University ("University"). I acknowledge that, in exchange for my service as a volunteer, I have neither been promised any consideration nor do I expect to receive any consideration, except as indicated in Paragraph 8.
2. I understand that the University and/or I may end my volunteer services at any time without further obligation one to the other, and for any reason, and without advance notice. I understand and agree that as a volunteer, I will not be acting as a University employee or student.
3. I will familiarize myself with and abide by all University policies, including those regarding conduct, confidentiality, safety and welfare. I agree to abide by all applicable rules and

regulations of the University and any of the departments or units where I engage in volunteer activities.

4. I agree to perform my volunteer duties under the direction and control of the authorized University official identified above or such other authorized University official as is later designated to supervise my volunteer work.
5. I agree to submit to and cooperate with any screening and background checks required by the University prior to my performance of any volunteer duties.
6. I understand that volunteers are **not** covered by workers' compensation insurance for injuries or illness resulting from their volunteer activities and are strongly encouraged to obtain their own medical insurance before participating in this structured volunteer program. I understand that the University will not provide me with accident or medical insurance and is not responsible for any accident or medical expenses that I incur in the course of volunteering.
7. I understand that my participation as a volunteer may involve certain risks that have been explained to me, including, but not limited to close proximity contact with children and other individuals, physical exertion, hazards associated with participation and/supervision of group activities and other such hazards. I voluntarily accept these risks.
8. I further understand that during the volunteer period designated above, I agree to serve as a volunteer with the University by participating in the structured volunteer program organized, controlled, and directed by the University as described in the description of duties above, which are for the sole purpose of carrying out the functions of the University. In consideration for my service as a volunteer, the University agrees that I am a "recognized and authorized volunteer" solely for the purpose of University liability insurance coverage purposes, as long as I act within the scope of service set forth in this Agreement.
9. My performance of the Volunteer Duties is purely voluntary and I agree to assume all risk associated therewith. I do hereby release, waive, discharge and covenant not to sue the University or its officers, directors, agents, trustees, board members, employees, volunteers, contractors, representatives, successors, and assigns, individually or in any capacity (collectively, the "University") from all liability, loss, damage, costs, expenses, or claims resulting from or in connection with my volunteer status or duties, including personal injury, death, or damage to property arising out of my volunteer activities. I also agree to indemnify and hold the University harmless from all claims, demands, causes of action, actions, judgments or other liability including reasonable attorneys' fees arising out of, resulting from or in connection with my volunteer status or duties.

[Intentionally Blank – Signature Page to Follow]



Volunteer: _____
Signature

Date

Approved by: _____
Signature, Head of Sponsoring Department

Date



Appendix D

**Clark University
PARTICIPANT CODE OF CONDUCT
PROGRAMS SERVING MINORS**

Program / Camp Name: _____

Participant Name (Please Print): _____

Parent / Guardian Name (Please Print): _____

This Program has established rules and standards of conduct for all Participants. It is the responsibility of the Parent/Legal Guardian and the Participant to review the Program rules and standards of conduct. Dismissed Participants are not eligible for a refund of any fees or expenses. The Parent/Legal Guardian is responsible for all costs associated with removing the Participant from the Program due to his/her misconduct, including but not limited to transportation costs from the Program site.

A. PARTICIPANT AGREEMENT:

I understand that as a condition for participating in the Program I must comply with the Program's rules and standards of conduct and follow all reasonable direction of the Program Staff. Failure to comply with the Program's rules and standards of conduct or failure to comply with the reasonable direction of Program Staff may result in my being dismissed from the Program.

Participant's Signature

Date

B. PARENT/LEGAL GUARDIAN AGREEMENT:

I understand that my child will be subject to the rules and standards of conduct of the Program and the University. I further understand that my child's violation of the rules and standards of conduct or failure to comply with the reasonable direction of Program Staff may result in my child's dismissal from the Program. I accept responsibility for all costs associated with removing my child from the Program, including but not limited to transportation costs to return the Participant home. I understand that dismissed Participants are not eligible for a refund of any fees or expenses.

Parent/Legal Guardian's Signature

Date



Appendix E

Clark University PROGRAMS SERVING MINORS MEDIA, PHOTO, & VIDEO RELEASE FORM

Please read the following release carefully and initial one:

_____ **Yes, I give permission** for my child's name, likeness, image, or voice to be used in photographic, video, digital, or other recording forms. I give my permission for the Program to use those recordings or works produced by my child (e.g., artwork) for promotional, commercial, information, and educational purposes in any and all media (including the internet) now existing or hereafter devised, for any purpose whatsoever, as deemed appropriate by (the institution) . This consent includes the unrestricted right and permission to copyright and use, reuse, publish, republish, edit, alter, exhibit and/or distribute any images of my child or in which my child may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations. I understand that the image may be readily accessible by the general public. I further acknowledge and agree that Clark University, its members, officers, trustees, agents, employees, and volunteers shall not be responsible for any use of the image by any third party accessing the image through the internet or any other manner. I understand that I will not have an opportunity to review or approve uses of the recordings or works, and I hereby waive any right to inspect or approve the same. I understand that neither my child nor I will receive payment or any other compensation for the taking or use of any recordings or works created as a result of my child's participation in the Program. To the extent the image or media of my child is an educational record and may contain personally identifiable information about my child as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), I hereby consent to the release of the image or media. I understand that I have the right not to consent to my child being videotaped, photographed, or recorded during



the program, and the right not to consent to the release or use of the image or media and any personally identifiable information about my child contained in the media, and that this consent shall remain in effect until revoked by me in writing and delivered to the institution though any such revocation shall not affect disclosures previously made prior to its receipt. I further release, discharge, indemnify, and hold harmless Clark University, its members, officers, trustees, agents, employees, and volunteers from and against all liability, actions, debts, claims, demands, rights, injuries, damages, or causes of action of every kind whatsoever, arising from and by reason of any known or unknown, foreseen or unforeseen, relating to the taking or use of the recordings or works of my child, including, without limitation, any and all claims for invasion of privacy, rights of publicity, libel, and slander. This authorization and release shall inure to the benefit of the heirs, legal representatives, licensees, and assigns of Clark University. If any provision of this Media, Photo, and Video Release shall be held invalid or unenforceable, such provision will be deemed severable without affecting the validity or enforceability of the remaining provisions.

_____ **No, I do not grant permission** for my child's name, likeness, image, or voice to be used in any form, unless necessary for the administration of the Program while my child is participating.

I hereby certify that I am over 18 years of age, suffering under no legal disabilities, that I have read the above carefully before signing, and fully understand its contents. This release shall be binding upon me, my heirs, legal representatives, and assigns.

Printed name and age of child

Signature of parent/guardian Date



Appendix F

**Clark University
PROGRAMS SERVING MINORS
PICK UP AUTHORIZATION**

I. Personal Information (please print) **Today's Date:** ____/____/____

Child's Name: _____ **Age:** _____

Parent/Guardian Names: _____

Home Phone: _____ **Cell Phone(s):** _____

Work Phone(s): _____

II. Authorized Pick Up

Please list any individual who is authorized to pick up your child, including yourself. Each authorized person must be at least 16 years of age. The above-named child will not be permitted to leave the program with anyone who is not listed below. Authorized individuals must pick up the child in person and may be requested to show identification to Program Staff. Children will not be released to persons who fail to provide acceptable identification upon request.

I authorize the following responsible persons to pick up my child from the program (attach additional pages as needed):

Authorized Person	Phone Number	Relationship to Child
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please note that children must be picked up by designated times. Clark University is not responsible for children once they leave the University site(s), regardless of whether they leave on foot or via other modes of transportation. If the Authorized Adult(s) listed above are unable to be reached, Program Staff will contact the local police department as a last resort to take your child home.

Signature of parent/guardian Date



III. Authorized Dismissal (if applicable)

My child is at least 16 years of age and will be responsible for their own transportation to and from the Program. My child may sign themselves out at the end of the program activities.

Signature of parent/guardian

Date

IV. Clark-Provided Transportation (if applicable)

I authorize Clark University to transport my child home after the Program ends. I understand that there is a risk associated with allowing my child to be transported by someone other than myself. Understanding this risk, I do hereby release, waive, discharge and covenant not to sue the University or its officers, directors, agents, trustees, board members, employees, volunteers, contractors, representatives, successors, and assigns, individually or in any capacity (collectively, the "University") from all liability, loss, damage, costs, expenses, or claims resulting from or in connection with allowing the University to transport my child home, including personal injury, death, or damage to property that may arise. I also agree to indemnify and hold the University harmless from all claims, demands, causes of action, actions, judgments or other liability including reasonable attorneys' fees arising out of, resulting from or in connection with the University transporting my child home.

Home Address for drop off _____

Signature of parent/guardian

Date



Appendix G

Clark University Programs Serving Minors Insurance Requirements

INDEPENDENT CONTRACTOR’S INSURANCE

Third Party Organizations using Clark University facilities will provide, pay for and maintain in full force and effect the following insurance at not less than the prescribed minimum limits of liability, covering the organization’s activities, those of any and all members, consultants, representatives, and/or anyone directly or indirectly employed by or acting on behalf of the third party.

Commercial General Liability Insurance

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury (each occurrence)	\$1,000,000
Abuse & Molestation (each occurrence)	\$100,000 is minimum requirement; \$1,000,000 strongly suggested
Damage to Rented Premise	\$50,000

Umbrella/Excess Liability Insurance

Each occurrence	\$1,000,000
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Commercial Automobile Liability Insurance*

** Not required if not transporting campers*

For any activities using owned, leased, hired, and non-owned vehicles:

Personal Injury (each accident)	\$1,000,000
Property Damage (each accident)	\$1,000,000

Workers’ Compensation Insurance**

Employers’ Liability Limits	Statutory Benefits for All Employees
Each Accident	\$500,000
By Disease – Policy Limit	\$500,000
By Disease – Each Employee	\$500,000
	Waiver of Subrogation endorsement in favor of Clark University and related entities and their respective officers, directors and employees

**If the contractor has employees, they are required by law to provide WC benefits to their employees.

Additional Insurance Policy Specifications

1. All policies must be written on an “occurrence” basis, naming “Clark University, its Board of Trustees, officers, employees, agents, and volunteers” as additional insureds.

2. All policies must be written on a primary basis, non-contributory with any other insurance and/or self-insurance carrier by Clark University. Coverage must be written by a company with an A.M. Best’s Insurance Guide rating of A- or better and licensed to provide coverage per above requirements.
3. Clark University shall be provided a true and correct copy of the Certificate of Insurance on an annual basis (renewal certificate at least 15 days prior to expiration) containing the following as evidence that these policies are in full force and effect:
 - Name, address, and phone number of agent
 - Name of insurance company(ies) and policy number(s)
 - Policy period
 - Name and address of insured
 - Description of coverage
 - Policy limits
 - “Clark University” as additional insured on a Primary and Non-Contributory basis
 - “Clark University” as certificate holder
 - Workers’ Compensation policies must show Waiver of Subrogation
 - Signature of insurer’s agent or representative and date
4. Clark University shall have the right to inspect or obtain the original policies upon request. Failure to maintain the insurance called for in the agreement shall not constitute a waiver of these requirements.
5. NOTICE OF CANCELLATION: Clark University must be provided 30 days prior notification by the carrier (or the contractor if the carrier refuses to provide notice) before cancellation of coverage.
6. A certificate of insurance must be sent to Clark’s Office of University Events with the contract. Certificates should be directed to the Events Office at events@clarku.edu.

Questions about insurance requirements may be directed to Anthony Penny, Director of Enterprise Risk Management at apenny@clarku.edu

IMPAIRMENT OF LIABILITY

In the event the required insurance program were to have any pending claim(s), which may limit or exhaust any aggregate limits by more than 20%, Contractor shall notify the University within thirty (30) days of becoming aware of such pending claim(s).

DUTY TO PROVIDE COPIES OF INSURANCE POLICIES

The University shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification to particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties or to underwriting on such policies.



NOTICE OF INCIDENT

Contractor shall immediately inform the Office of University Events of all incidents and/or accidents that occur on University premises or that might otherwise give rise to a claim against the University and shall be responsible for providing appropriate written notification. Such notification shall be provided as soon as reasonably possible but will not exceed twenty-four (24) hours after Contractor is aware of the incident/accident.

INDEMNITY PROVISIONS

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Clark University, its Faculty, Staff, Trustees and Agents from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of services under this contract, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

NON-LIMITATION OF LIABILITY

Notwithstanding the insurance liability limits listed above, nothing contained herein is intended to limit Contractor's liability for damages that arise from Contractor's use of University facilities.

JURISDICTION and VENUE

This Agreement shall be construed according to the laws of the State of Massachusetts. Venue shall be exclusively in the courts of the State of Massachusetts.

Contractor:

University:

Signature Date

Signature Date

Title

Title



I, on behalf of my Child, hereby release Clark University, its Administration, Faculty, Staff, Trustees, Student Leaders, the Program Staff, and all other officers, directors, employees, volunteers and agents (hereafter “CLARK”) from any and all liability as to any right of action that may accrue to my heirs or representatives for any injury to my Child or loss that my Child may suffer while training, preparing, participating and/or traveling to or from the Camp. This agreement is binding on my heirs and assigns.

I, on behalf of my Child, furthermore release, indemnify and hold harmless CLARK from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that my Child may suffer, for which my Child may be liable to any other person, that may or does arise out of my Child’s participation in the Program. I understand that CLARK accepts no responsibility for my Child’s personal property.

In the event of an accident or serious illness, I hereby authorize representatives of CLARK to obtain medical treatment for my Child on my behalf. I hereby hold harmless and agree to indemnify CLARK from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries to my Child that may occur during his/her participation in the Program.

This RELEASE shall be governed by and construed under the laws of Massachusetts. I agree that any legal action or proceeding relating to this RELEASE, or arising out of any injury, death, damage or loss as a result of my Child’s participation in any part of the Program, shall be brought only in the courts of the State of Massachusetts.

This RELEASE contains the entire agreement between the parties to this agreement and the terms of this RELEASE are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given sufficient opportunity to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself and my Child but also the successors, heirs, representatives, administrators, and assigns of myself and my Child.

Participant Name: _____

Participant Signature: _____ **Date:** _____



Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____ Date: _____

A PARENT OR GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 18



Appendix I

Clark University
Programs Serving Minors
Medical Information and Release Form

PROGRAM/CAMP INFORMATION:

Program/Camp Name: _____

Date(s): _____ **Time(s):** _____

Location: _____

PARTICIPANT INFORMATION:

Name of Participant: _____

Date of Birth: _____ **Phone Number:** _____

Address

City

State

Zip

As a minor, parent or guardian I understand that the information requested on this form is intended to help inform Program Staff of any pre-existing medical conditions. If Participant has a pre-existing medical condition, participation in any strenuous activities or recreational time may not be recommended. ***This information will be kept in strict confidence and will only be shared with your permission.*** Clark University requests the information below so that, in case of emergency, we will have accurate information so that we can provide and/or seek appropriate treatment for Participant. You are accountable for providing an accurate medical history. **Final determination about whether to participate is the responsibility of you and your physician.** If Participant has any medical issue that is not requested below, but which you think is important, please include that information. It is recommended that you consult with a physician prior to participating in this Program. If you are uncertain about any preexisting medical conditions, it is your responsibility to consult with your own physician prior to participating in this Program. Please answer all of the questions. If you answer yes to any of the following questions, please explain as indicated. Use back and/or additional paper if needed.

I understand that Clark University does not offer any form of insurance for Participant while participating in Program.



PART 1. GENERAL INFORMATION

Parent/Legal Guardian's Name (if applicable)

Street Address City State Zip:

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Please list two emergency contacts other than Parent/Legal Guardian:

Emergency Contact #1:

Name

Relationship

Emergency Contact #2:

Name

Relationship

PART 2. MEDICAL INFORMATION

It is recommended that Participant consult with your physician prior to participating in this Program. If you are uncertain about any preexisting medical conditions, ***it is your responsibility to consult with your own physician*** prior to participating in this Program. Please answer all of the questions. If you answer yes to any of the following questions, please explain as indicated. Use back and/or additional paper if needed.

Physician's Name: _____ Phone Number: _____

Date of most recent tetanus toxoid immunization: _____

Do you have health/accident insurance? (circle one): YES NO

If yes, please indicate policy number, name and address of insurance company.

Company Name / Address Policy#: _____



PLEASE ENCLOSE A COPY OF THE FRONT AND BACK OF YOUR INSURANCE CARD WITH THIS FORM

For the following, circle appropriate response and explain as appropriate:

A. Does Participant have any limiting medical conditions that you or your doctor feel would limit participation? YES NO If yes, identify and explain:

B. Is Participant currently taking medication that may interfere with ability to safely participate in Program? YES NO If yes, please indicate the medication and the condition being treated:_____

C. Does Participant have a history of allergies or reactions to medications, insect stings, or plants? YES NO If yes, please explain:_____

D. Does Participant have a history of, or currently suffer from, medical condition(s) with which we need to be aware? YES NO If yes, please explain:

PART 3: AUTHORIZATION FOR MEDICAL CARE:

Unless prior arrangements have been made, medical needs will be handled through the UMASS Hospital, or another available and convenient entity. In cases where medical attention is necessary, parents will be contacted for approval when possible. However, before medical treatment can be provided, we are required to have a medical release signed by the parent/guardian. The hospital will not perform services unless this form is presented at the time of treatment.

Participant has my permission to receive medical attention in the event of illness or medical emergency while participating in this Program. I will assume the financial responsibility for any cost of health care for my child that may occur during this Program.

As a Participant, parent, or guardian I understand and acknowledge that my failure to disclose relevant information may result in harm to Participant and/or others during this Program. By



signing my name, I represent and warrant that I have provided all materials and important information to Clark University pertaining to my Participant's medical, mental and physical condition and that it is accurate and complete. I agree to notify Clark University of any changes in my mental, physical or medical condition prior Participant's scheduled Program.

By revealing or disclosing the above medical information it will not be used by Clark University personnel or employees to determine Participant's ability to participate safely in activities. I understand that, if Participant chooses to participate in activities, he/she does so voluntarily and of his/her own accord and the final decision regarding participation is solely the responsibility of myself and Participant.

Participant Name: _____

Participant Signature: _____ **Date:** _____

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____ **Date:** _____

A PARENT OR GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 18



Appendix J

**Clark University
Programs Serving Minors
Parent/Guardian Authorization, Waiver and Consent for Self-Administration
of Prescription Medication Form**

PROGRAM/CAMP INFORMATION:

Program/Camp Name: _____

Date(s): _____ **Time(s):** _____

Location: _____

PARTICIPANT INFORMATION:

Name of Participant: _____

Date of Birth: _____ **Phone Number:** _____

Address: City: State: Zip:

Parent/Legal Guardian

Home Phone

Cell Phone

Parent/Legal Guardian address (if different from above)

This form must be completed fully in order for Participants to self-administer required medication. A new medication administration form must be completed for each Program attended by the Participant, for each medication, and each time there is a change in dosage or time of administration of a medication. Self-medication requires licensed health care authorization and signature, *and* parent signature.

Circle One:

No, my child does not need to take any prescription or over-the-counter medication while at the Program.

Yes, my child will need to take prescription medication while at the Program.



All prescription medications, including medications for conditions such as food, drug or insect allergies; diabetes; asthma; or epilepsy may be brought to the Program under the condition that the Participant can self-manage care and delivery of medication with written authorization to do so at camp by a licensed health care provider. Prescription medication must be in its original container labeled by the pharmacist or prescriber. Label must include the name, address and phone number for pharmacist or prescriber. Containers must hold only the amount required for the time the participant will be attending the Program.

PRESCRIBER AUTHORIZATION FOR SELF-ADMINISTRATION OF PRESCRIPTION MEDICATION:

Medication Name: _____ Dose: _____

Condition for which medication is being administered:

Specific Directions (e.g., on empty stomach/with water, etc.):

Time/frequency of administration: _____ If PRN, frequency: _____

If PRN, for what symptoms: _____

Relevant side effects: _____

Medication shall be administered from(date): _____ to _____

Special Storage Requirements: _____

Is the participant capable of self-managed care? YES NO

I authorize and recommend self-medication by my child for the above medication. I also affirm that he/she has been instructed in the proper self-administration of the prescribed medication by his/her attending physician. I shall indemnify and hold harmless the Program Staff, University, the Trustees, Administration, Faculty, Staff, Student Leaders, and all other officers, directors, employees, volunteers, and agents against any claims that may arise relating to my child's self-administration of prescribed medication(s). ***I/We have legal authority to consent to medical treatment for the Participant named above, including the administration of medication at the above referenced Program.***

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____ **Date:** _____



Appendix K

**Clark University
Programs Serving Minors
Parent/Guardian Authorization, Waiver and Consent
for Over-the-Counter Medication Form**

PROGRAM/CAMP INFORMATION:

Program/Camp Name: _____

Date(s): _____ **Time(s):** _____

Location: _____

PARTICIPANT INFORMATION:

Name of Participant: _____

Date of Birth: _____ **Phone Number:** _____

Address: City: State: Zip:

Parent/Legal Guardian

Home Phone Cell Phone

Parent/Legal Guardian address (if different from above)

Over-the-Counter (OTC) Medication may at times need to be administered, if approval is indicated by the Participant's parent or guardian. The Program will only provide OTC medications to Participants if they are provided by the Parent/Guardian, other than basic first aid.

I understand that such administration will not be done under the supervision of medical personnel. I also agree that any first aid treatment may be given as needed.

Any condition which is associated with fever, significant inflammation, and/or does not respond to the above outlined treatment will be followed-up by a consultation with the Participant's parent/guardian. Parent/guardian will be contacted if any conditions develop requiring treatment with any of the above over-the-counter medications that are not checked.



I authorize the administration of over-the-counter medications to my child as indicated above. I shall indemnify and hold harmless the Trustees, Clark University, its Administration, Faculty, Staff, Student Leaders, the Program Staff, and all other officers, directors, employees, volunteers and agents (hereafter "CLARK") against any claims that may arise relating to my child being administered the above indicated over-the-counter medications. I/We have legal authority to consent to medical treatment for the student named above, including the administration of medication at the above referenced program.

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____ **Date:** _____