**TEMPLATE**

**STANDARD OPERATING PROCEDURES MANUAL**

**THE PROTECTION OF CHILDREN POLICY**

**[Department/Unit]**

1. Introduction

The University of Notre Dame (University) [Department/Unit] is committed to promoting the safety and well-being of Children participating in its Programs. In compliance with the University’s Protection of Children Policy (Policy), this Standard Operating Procedures Manual (Manual) addresses the requirements outlined in Section 2.2.1 of the Policy (*See* Exhibit A). Unless otherwise specified, the Policy provides the definition for the capitalized terms used in this Manual.

1. Approval of Programs

In order for a Program to be Sponsored, directed, or controlled by the [Department/Unit], the Program must be proposed to the [Director/Supervisor] in advance for review and approval. The Program proposal submitted to the [Director/Supervisor] shall, at a minimum, describe in detail the following:

1. The Program registration process and the process for collecting contact information from parents/guardians of Children participants in the Program, which contact information provided by parents/guardians should include contact information for the parents/guardians and for additional emergency contacts.
2. The process by which the Program will: (i) ensure execution of Waiver, Release and Indemnification Agreements (*See* Exhibit B1 and B2) by a parent/guardian of Children participants, if the Program will exercise Custody over Children; and (ii) maintain records of executed Waivers.
3. The process by which the Program will: (i) ensure execution of Medical Release and Consent to Treatment Forms (*See* Exhibit C) by a parent/guardian of Children participants; (ii) review completed Forms for any indication of medical issues/concerns and associated accommodations; and (iii) maintain records of executed Forms.
4. The minimum staff-to-child ratio for the Program.
5. The process by which the Program will: (i) intake Children participants; (ii) personally identify Children participants during intake and for the duration of the Program; and (iii) release Children participants only to authorized individuals with proper and verified personal identification.
6. The Program’s policy and processes regarding any transportation of Children, including any circumstances under which staff or students will be allowed to transport Children.
7. The process by which the Program will respond to medical incidents involving Children participants. The process must include: (i) how the severity of medical incidents that arise for Children participants will be assessed; (ii) what medical providers will be consulted or otherwise involved in the medical assessment of Children participants; (iii) what University Representatives will be notified of medical issues that arise for Children participants during the Program, which must include the Office of Risk Management and Safety; (iv) emergency contact information for the relevant University Representatives; and (v) the sequence in which University Representatives will be notified of medical issues that arise for Children participants during the Program and who will be responsible for making each required notification.
8. If the Program involves any Overnight Stay with Children, the specific precautions that will be taken for the Overnight Stay, which must include: (i) specification of what University Representatives will be the Responsible Parties for the Overnight Stay; (ii) how University Representatives that will be present during the Overnight Stay will be specifically trained in advance of the Overnight Stay; (iii) documentation of a policy that prohibits consumption of alcohol or controlled substances (other than by valid prescription) by any individual associated with the Overnight Stay during the Overnight Stay and the manner in which such policy will be communicated to University Representatives and Children participants associated with the Overnight Stay; (iv) how room assignments for the Overnight Stay will be made and enforced; (v) documentation of the Office of Housing rules of conduct that will be enforced during the Overnight Stay and the manner in which such rules of conduct will be communicated to University Representatives and Children participants associated with the Overnight Stay.
9. If the Program involves any Overnight Stay with Children, documentation of whether the Program will permit guests that are not University Representatives or Children participants (e.g., Children participant parents; Children participant siblings) to be present at any time during an Overnight Stay. If any such guests will be permitted by the Program, a description should be provided for the criteria that will be utilized to evaluate guest requests, the requirements (including training and background checks) that will be required of approved guests, the process by which approved guests will be monitored, and the process by which the Program will check for and expel unauthorized guests. If guests will not be permitted by the Program, a description should be provided for how such prohibition will be enforced.
10. [Other requirements as may be specified by Department/Unit.]

The [Director/Supervisor] will evaluate a Program proposal according to the reasonableness with which the proposal addresses the issues identified above and based on whether the proposed Program would further the [Department’s/Unit’s] priorities or objectives. If the [Director/Supervisor] does not approve a Program, the Program shall not be supported, directed,

or controlled by the [Department/Unit] and also may not be otherwise supported, directed, or controlled by the University unless appropriately approved by another Department or Unit in accordance with the Policy. If the [Director/Supervisor] does approve a Program, the Program shall be conducted in accordance with the requirements set forth in the remainder of this Manual.

1. Program Coordinator

At the time of approving a Program, the [Director/Supervisor] will identify a [Department/Unit] employee to be the Program Coordinator (herein after, “the Responsible Party”) for the [Department’s/Unit’s] involvement with the Program. The Responsible Party will be responsible for identifying all [Department/Unit] representatives who are authorized to be involved with the Program, verifying that all such [Department/Unit] representatives have completed all training and background checks required under this Manual and the Policy, and otherwise coordinating the operations of the Program in compliance with this Manual and the Policy. If a [Department/Unit] representative has not been authorized by the Responsible Party to be involved with the Program, that individual shall not be involved with the Program.

1. Education and Training

All [Department/Unit] representatives authorized to be involved in a Program must satisfy education and training requirements through *complyND* prior to interacting with Children in connection with the Program. This education and training addresses:

* 1. The Facts Regarding Sexual Abuse and the Effects of Abuse on Victims
	2. University Expectations: Training, Background Checks, Program/s Registration, Audit
	3. University Core Values
	4. University Behavioral Expectations: The Guiding Principles
	5. Reporting Requirements

In order to remain authorized to be involved with a Program, a [Department/Unit] representative must remain current with his/her education and training by completing in *complyND* an additional review of the Training Resource before twelve months have lapsed since his or her prior review of the Training Resource through *complyND*.

1. Background Checks

The [Department/Unit] must ensure that all non-student volunteers and non-University employees affiliated with a Program involving Children have been subject to a criminal background check (with each criminal check examining, at a minimum, the seven (7) year period prior to the check) in Indiana and their state of residence, and a check of the national sex offender registry, within the three (3) years prior to the commencement of the Program.

The [Department/Unit] must also ensure that any University Representative who will be present in a facility with Children during an Overnight Stay undergoes a criminal background check and a check of the national sex offender registry as outlined for non-student volunteers and non-university employees.

Background checks are available through the Office of Human Resources by following these procedures:

* Non-student volunteers and other non-University employees (including students from other colleges and universities)
	+ The Responsible Party must contact the Human Resources Recruiter assigned to [Department/Unit].
	+ The Responsible Party must provide the Recruiter with the individual's full name and email address.
	+ The individual will receive an email from HireRight (the University's third party HR assistance provider) and should follow the directions therein, which will include entering personal information directly into HireRight's website.
	+ The Responsible Party will receive an email when the individual has cleared the background check.
* Current University employees who will be present in a facility with Children during an Overnight Stay
	+ The Responsible Party must contact the Human Resources Recruiter assigned to the [Department/Unit] for assistance.

*NOTE: Current employees are not required to undergo criminal and sexual offender background checks* ***unless*** *they will be present in a facility with Children during an Overnight Stay, as such employees have already been subject to criminal and sexual offender background checks as a condition of beginning employment.*

* Registered and Enrolled Notre Dame Students
	+ Registered and Enrolled Notre Dame students are required to sign the Sworn Statement or Affirmation for University of Notre Dame Students Volunteering to Work with Children as set forth (*See* Exhibit D) unless they will be staying in a facility during an Overnight Stay with Children. If a Registered and Enrolled Notre Dame Student will be staying in a facility during an Overnight Stay with Children, the student will be a University Representative who will be present in a facility during an Overnight Stay with children and must undergo a criminal and sexual offender background check consistent with the requirements for such individuals set forth above. In that case, the Responsible Party must contact the Human Resources Recruiter assigned to the [Department/Unit] for assistance.

Human Resources may be reached at 574/631-5900.

1. Medication and Health Insurance

Representatives of the [Department/Unit] may not store or administer medication for, or on behalf of, Children. In order for a Child to be able to self-administer medication or for a parent/guardian to administer medication to the Child, a parent/guardian must complete Exhibit E.

Representatives of the [Department/Unit] may not purchase or reimburse the cost of medical insurance. [Department/Unit] may not pay or reimburse for medical bills for Children. The University maintains a limited accident insurance policy for Children participating in Programs; any questions regarding the policy should be directed to the Risk Manager in the Office of Risk Management and Safety.

1. Registration

The [Department/Unit] shall register all Programs with the Office of Risk Management and Safety. Required information for the [Registration](https://protectionofchildren.nd.edu/register-a-program-involving-children/) includes:

* Name of each approved Program
* Description of each approved Program
* University Responsible Party for each approved Program
* Dates of each approved Program
* Number of adults working or volunteering in each approved Program
* Number of Children participating in each approved Program
1. Audit

[Describe the process by which the [Department/Unit] will conduct a regular audit of its compliance with this Manual and by which deficiencies will be evaluated and addressed.]

The [Department/Unit’s] Programs are also subject to an audit process administered by Audit and Advisory Services.

[Department/Unit] shall make the following documentation available for review by Audit and Advisory Services upon request:

* Training Records
* Background Check Records
* University Student Signed Statement or Affirmation Forms
* Waiver, Release and Indemnification Agreements (signed by parent/legal guardian)
1. Reporting Requirements

Indiana law requires anyone who has reason to believe that a Child is a victim of child abuse or neglect to make an oral report immediately to the local child protection service or the local law enforcement agency.  If the Child is on the Notre Dame campus, the appropriate law enforcement agency to contact is Notre Dame Security Police (NDSP) (574-631-5555). NDSP is also available to assist in the contact of law enforcement agencies off-campus.   Off-campus, in an emergency or crisis situation, the best way to contact the appropriate law enforcement agency is to call 911 or the Department of Child Service at 1-800-800-5556.

Separate from any legal duty, any member of the University community should contact NDSP (574-631-5555) or the Integrity Line (800-688-9918) to discuss any suspicious, inappropriate or unusual conduct involving a Child while the Child is on campus or is participating in a University-connected activity off campus that would lead a reasonable person to have concern for the current or future well-being of that particular Child or other Children.

If a [Department/Unit] representative has questions regarding the implications of the Reporting Requirements for any particular situation, the representative is encouraged to contact NDSP with such questions but may also present the questions to [Director/Supervisor] or the Office of Risk Management and Safety.

1. Record Keeping
2. Training records for an approved Program will be maintained by [Director/Supervisor] for a period of three (3) years from the date of the Program in [what format and where].
3. University Student Signed Statement or Affirmation Forms for an approved Program will be maintained for three (3) years from the date of the Program in [what format and where].
4. Waiver, Release and Indemnification Agreements will be maintained for an approved Program for fifteen (15) years from the date of the Program in [what format and where].

**EXHIBIT A**

**PROTECTION OF CHILDREN**

Responsible Executive: Vice President & General Counsel

Responsible Office: Office of General Counsel

Approved by: University Policy Committee

Revised: November 19, 2013

**1. INTRODUCTION**

The University is committed to promoting the safety and wellbeing of Children who are entrusted to the University’s care, who participate in University Programs, or who are present in University facilities. The purpose of this policy is to describe the University’s expectations of faculty, staff, students, alumni, volunteers and others associated with the University when interacting with Children, and to set forth criteria for Units when Sponsoring Programs involving Children to ensure their safety while in the University’s care.

**2. POLICY STATEMENT**

While the University strives to provide a safe environment for all those participating in University Programs or otherwise present in University facilities, Children are a particularly vulnerable population and require additional preparation and vigilance. To that end, the University has established the following criteria.

# Individuals Interacting with Children

* + 1. Behavioral Expectations

The behavior of University faculty, staff, students, alumni, volunteers and others associated with the University, is expected to align, at all times, with the University’s [core values](http://ospir.nd.edu/university-strategic-plan/university-values/) and the specific expectations for interacting with Children found in *Appendix*

* + - 1. Adults must be positive role models for Children, and act in a caring, honest, respectful and responsible manner.
		1. Duty to Report Suspected Abuse and/or Inappropriate Behavior

Indiana law requires anyone who has reason to believe that a Child is a victim of child abuse or neglect to make an oral report immediately to the local child protection service or the local law enforcement agency. If the Child is on the Notre Dame campus, the appropriate law enforcement agency to contact is NDSP (574-631-5555). If the Child is not on the Notre Dame campus, the best way to contact the appropriate law enforcement agency is to call 911.

Separate from any legal duty, any member of the University community should contact NDSP (574-631-5555) or the Integrity Line (800-688-9918) to discuss any suspicious, inappropriate or unusual conduct involving a Child while the Child is on campus or is participating in a University-connected activity off campus that would lead a reasonable

person to have concern for the current or future well-being of that particular Child or other Children.

# Programs Involving Children under Sponsorship, Direction, or Control of University Unit

The following requirements apply to all Programs and events Sponsored, directed, or otherwise under the control of a University Unit:

1. Background Checks

The University Unit must ensure that all non-student volunteers and non-university employees affiliated with a Program or event involving Children have been subject to a criminal background check and a check of the national sex offender registry. Additionally, the University Unit must ensure that any University Representative who will be present in a facility with Children during an Overnight Stay as part of the Program undergo a criminal background check and a check of the national sex offender registry every three years. The Office of Human Resources, in consultation with the Office of General Counsel, will review any adverse findings revealed during a criminal background check or national sex offender registry check and make appropriate recommendations.

1. Student Volunteers

The University Unit shall be responsible for requiring each Student Volunteer affiliated with a Program or event involving Children to complete a sworn statement, included in Appendix D of this policy, concerning the student’s criminal history. The University Unit shall review each Student Volunteer’s completed sworn statement and determine whether to disassociate the student from the Program on the basis of any responses contained in his or her completed statement. If a University Unit would like guidance on how to address any particular response contained in a completed sworn statement, the University Unit should contact the Office of General Counsel. The University Unit shall maintain a copy of each completed sworn statement for a period of 15 years after the date of signature.

1. Overnight Stays

University-Sponsored Programs involving Children may not include overnight stays off campus without express permission from the Office of Risk Management, which can be reached at 574-631-5037. When a Program will involve Children staying overnight on campus, Units must assign a Responsible Party for on-site supervision of Children.

In addition to the foregoing requirements, all University Units that Sponsor, direct, or control Programs or events involving Children shall be required to adhere to other established procedures and standards for such Programs, which procedures and standards are dependent on the nature of the Unit as described further in this section.

* + 1. Major Units

The following Major Units at the University shall develop an Operating Procedures Manual for Programs and events involving Children that are Sponsored, directed, or controlled by the Unit:

* + - * Department of Athletics
			* Enrollment Division (including Pre-College Programs)
			* Center for Social Concerns
			* Robinson Community Learning Center
			* Student Activities Office
			* Recreational Sports Department

Each Major Unit’s Operating Procedures Manual shall be submitted by the Major Unit to the Office of General Counsel for initial review and approval. Upon approval, the Operating Procedures Manuals will be maintained in the Office of Risk Management, as well as in the responsible Unit. At a minimum, each Major Unit’s Operating Procedures Manual shall address the following topics:

1. Process by which Programs and events involving Children will be reviewed and approved within the Major Unit
2. Process for educating and training University Representatives involved with Program on the University’s core values and behavioral expectations (*see Appendix A*) along with: duty to report; insurance, waivers and other requirements of the Office of Risk Management; and other applicable University policies and best practices
3. Process for registering Children, collecting parent/guardian contact information, and collecting waivers when Program or event involves University exercising Custody over Children
4. Process and standards for Overnight Stay component of any Program or event involving Children that the Unit Sponsors, directs, or controls, which must include designation of a Responsible Party for on-site supervision during Overnight Stay
5. Process for intake and release of Children when Children are left under University’s Custody by parent/guardian
6. Process and schedule for internal audit of Unit’s compliance with Operating Procedures Manual
7. The Sponsoring Unit shall develop procedures for monitoring the health of Children participating in Programs and referring Children for medical care as deemed necessary, and reporting all such referrals to the Office of Risk Management. Either the Office of General Counsel or the Office of Risk Management may suggest revisions to the suggested procedures in order to ensure general consistency in practice among Programs.
	1. While a Unit Sponsoring a Program involving Children may require proof of insurance as a condition of participating in a Program and even identify satisfactory providers for participants, the Unit should not directly arrange for full medical insurance for the Children, pay any medical bills for the Children, or bill for any services related to health issues without obtaining prior approval of the oversight function (which approval would not

ordinarily be given).

*Appendix B* sets forth a template for Major Units to utilize in developing an Operating Procedures Manual tailored to the specific features of their respective Programs and operations.

* + 1. Other Units Sponsoring Programs Involving Children

All other University Units that Sponsor, direct, or control Programs or events involving Children must register each such Program or event with the Office of Risk Management at least 30 days prior to the Program’s or event’s commencement. For a Program or event involving a Child to be supported by the University, the Other Unit Sponsoring, directing, or controlling the Program must follow the implementation checklist provided in *Appendix C*.

* + 1. Other Academic Units Sponsoring Programs Involving Children

The Academic Council has adopted the following Policy Statement:

This Policy Statement establishes that all of the requirements and procedures set forth in the University’s Protection of Children Policy that are applicable to non- Academic Units shall be applicable to Academic Units, with the following additions:

1. On an annual basis, Deans shall notify their respective faculty of the Protection of Children Policy and of their faculty responsibilities under the Policy.
2. Deans may establish educational requirements for their respective faculty to promote awareness of their duties and obligations under the Policy. Upon request, the Office of Risk Management will provide Deans with materials about the Policy that can be utilized for such educational purposes.

# Third-Party Use of Facilities for Programs Involving Children

All Units permitting third-party use of University facilities for Programs Involving Children must appoint a Responsible Party in the Unit to function as a liaison to the third-party entity. The Responsible Party shall ensure the execution of a facility use contract that has been reviewed and approved by the Office of General Counsel, verification of insurance and waiver compliance, and shall communicate with affected departments (e.g. NDSP) as needed.

**3. SCOPE**

This policy applies to all University faculty, staff, students, alumni and volunteers and to all situations where a University department, faculty, staff, student, alumni or volunteer is Sponsoring, directing, staffing, or permitting the use of University facilities or resources for a Program, event, or activity involving Children under the auspices of the University or one of its Units, departments, or offices.

**4. DEFINITIONS**

**Abuse** Includes serious endangerment of a Child’s physical or mental

health due to injury or act of omission, including acts of sexual abuse. Sexual abuse includes contacts or interactions between a Child and an adult when the Child is being used as an object of sexual gratification for the adult. A Child is abused under this definition whether or not this activity involves explicit force, whether or not it involves genital or physical contact, whether or not it is initiated by the Child, and whether or not there is discernible harmful outcome.

**Custody** Immediate charge and control of a Child exercised by a person.

**Children/Child** Anyone under the age of 18 who has not matriculated to the

University.

**Programs** Includes ongoing or planned events or activities that are designed to

include Children such as camps, lessons, workshops, clubs, teams, projects, practices, tours, or open-houses.

**Responsible Party** An adult representative of the University.

**Sponsor** A Unit who assumes responsibility and leadership of a Child or

group of Children during a Program or activity.

**Student Volunteer** Any fully matriculated University of Notre Dame undergraduate or

graduate student.

**Unit** Any individual, office, department, institute or college that is a part

of the University’s formal structure.

# University Representative

Anyone acting for or on behalf of the University, at the University’s

request or direction.

# University Sponsored Program

Any Program that is advertised or supervised by the University, a

University Unit or a University Representative.

**5. POLICY ENFORCEMENT**

The Office of Human Resources, working with the Office of General Counsel, will manage suspected violations and may recommend disciplinary action in accordance with University codes of conduct or policies. Sanctions may include one or more of the following:

* Disciplinary action up to and including termination of employment
* Student discipline in accordance with *du Lac* student procedures
* Issuance of “No Trespass” orders
* Cancellation of third party contract

The University reserves the right to immediately suspend or cancel any University Sponsored Programs involving Children that have not met the criteria set forth in this policy.

**6. RELATED DOCUMENTS**

# Policy or Document Web Address

Ethical Conduct Policy <http://policy.nd.edu/policy_files/EthicalConductPolicy.pdf>

Non-Retaliation Policy <http://policy.nd.edu/policy_files/NonRetaliationPolicy.pdf>

Conducting Background

Checks

<http://hr.nd.edu/nd-faculty-staff/toolkits/hiring-manager-toolkit/>

Vehicle Use Policy [http://transportation.nd.edu/assets/12963/rental\_faculty\_and\_staff\_](http://transportation.nd.edu/assets/12963/rental_faculty_and_staff_use_policy.pdf)

[use\_policy.pdf](http://transportation.nd.edu/assets/12963/rental_faculty_and_staff_use_policy.pdf)

|  |  |
| --- | --- |
| Drug & Alcohol Policy | <http://hr.nd.edu/nd-faculty-staff/forms-policies/drugs-and-alcohol/> |
| Program Information Template | <http://policy.nd.edu/policy_files/ProgramInformationTemplate.pdf> |
| Waiver template | <http://policy.nd.edu/policy_files/WaiverTemplate.pdf> |
| Medical Release and Consent to Treat Template | <http://policy.nd.edu/policy_files/MedicalReleaseTemplate.pdf> |
| Training Resources | <http://policy.nd.edu/policy_files/TrainingResources.pdf> |

**7. CONTACTS**

|  |  |  |
| --- | --- | --- |
| **Office** | **Telephone Number** | **Office Email or URL** |
| Risk Management | 574-631-5037 | <http://riskmanagement.nd.edu/> |
| Office of General Counsel | 574-631-6411 | gencoun@nd.edu<http://generalcounsel.nd.edu/> |
| Notre Dame Security Police | 574-631-5555 | ndsp@nd.edu <http://ndsp.nd.edu/> |

This Policy located at:

[http://policyfiles\_policy/ProtectionofChildrenPolicy.pdf](http://policy.nd.edu/policy_files/ProtectionofChildrenPolicy.pdf)

**EXHIBIT B1**

**UNIVERSITY OF NOTRE DAME**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PROGRAM**

**STATEMENT OF RESPONSIBILITY, WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT FOR MINORS**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being of legal age, have requested that the University permit my minor child to participate in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Program”) sponsored by the University of Notre Dame du Lac, Notre Dame, Indiana ("the University") on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I understand and acknowledge that my child’s participation in the Program is wholly voluntary. In consideration of the University's agreement to permit my child to participate in the Program, the receipt and sufficiency of which consideration is acknowledged, I agree as follows:

1. I acknowledge and accept that there are certain risks, both known and unknown, including serious bodily injury and death that could arise from my child’s participation in the Program, including my child’s travel in connection with the Program. I knowingly and voluntarily agree to assume the risks of these inherent dangers in consideration of the University's permission to allow my minor child to participate in the Program.
2. I, individually, and on behalf of my minor child and our respective heirs, successors, assigns and personal representatives, release, acquit and forever discharge the University, and its employees, students, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever, including liability for the University's own negligence, for any and all damages, losses or injuries to persons and/or property, including death, mental anguish or emotional distress, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses and deductibles) and/or attorneys’ fees, which arises out of or results from my minor child’s participation in the Program, or arising out of travel to or from the Program and including without limitation any loss, claim, demand or suit that my minor child might assert once he/she attains the age of majority.
3. I, individually, and on behalf of my minor child and our respective heirs, successors, assigns and personal representatives, agree to indemnify, defend and hold harmless the University, and its employees, students, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage they or any of them may incur or sustain as a result of any claims, demands, actions, causes of action judgments, costs or expenses, including attorneys’ fees, which result from, arise out of or relate to my minor child’s participation in the Program or travel to or from Program.
4. I agree that this Waiver, Release and Indemnification Agreement is governed by the laws of the State of Indiana and is intended to be as broad and inclusive as permitted by Indiana law. If any portion of this Agreement is held invalid, it is agreed that the balance of this Agreement shall, notwithstanding, continue in full legal force and effect. In the event of any cause of action, I agree that exclusive jurisdiction concerning this Agreement lies with the St. Joseph County Superior Court or the U.S. District Court for the Northern District of Indiana.

5) The University reserves the right in its sole discretion to dismiss my child from the Program at any time should my child’s actions or general behavior disrupt, interfere with, or otherwise impede the operation of the Program or the rights or welfare of any person. Similarly, if my minor child’s conduct violates any policy or procedure of the University, I agree and understand that my child may be required to leave the Program as determined by the University in its sole discretion. If payment was remitted for the Program prior to any such dismissal, I will not receive any refund (pro-rated or otherwise) for any portion of the Program that my child is unable to complete. I understand that the University reserves the right in its sole discretion to cancel the Program or any component thereof prior to departure.

1. I hereby consent to any publicity, including the University's use of my minor child’s name and likeness,

Worldwide for any purpose, including educational and advertisement purposes, and in any format, including on website display and on CDs/DVDs. I waive any right to inspect and/or approve the final production of such photographs and/or videos which may be used in connection with my child’s participation in the Program. I release and discharge the University of all responsibility and liability for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness or image) arising out of the use or publication of photographs and/or videos of my minor child by the University. I further waive any claim for compensation of any kind for the University's use or distribution of photography and/or video footage of my child. I understand that this grant of permission and consent is irrevocable.

1. In signing this Waiver, Release and Indemnification Agreement, I acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that I understand it affects my legal rights and the legal right of my child, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Printed Name Date

Child’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT B2**

**UNIVERSITY OF NOTRE DAME**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PROGRAM**

**STATEMENT OF RESPONSIBILITY, WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT FOR MINORS**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being of legal age, have requested that the University permit my minor child to participate in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Program”) sponsored by the University of Notre Dame du Lac, Notre Dame, Indiana ("the University") during the period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I understand and acknowledge that my child’s participation in the Program is wholly voluntary. In consideration of the University's agreement to permit my child to participate in the Program, the receipt and sufficiency of which consideration is acknowledged, I agree as follows:

1. I acknowledge and accept that there are certain risks, both known and unknown, including serious bodily injury and death that could arise from my child’s participation in the Program, including my child’s travel in connection with the Program. I knowingly and voluntarily agree to assume the risks of these inherent dangers in consideration of the University's permission to allow my minor child to participate in the Program.
2. I, individually, and on behalf of my minor child and our respective heirs, successors, assigns and personal representatives, release, acquit and forever discharge the University, and its employees, students, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever, including liability for the University's own negligence, for any and all damages, losses or injuries to persons and/or property, including death, mental anguish or emotional distress, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses and deductibles) and/or attorneys’ fees, which arises out of or results from my minor child’s participation in the Program, or arising out of travel to or from the Program and including without limitation any loss, claim, demand or suit that my minor child might assert once he/she attains the age of majority.
3. I, individually, and on behalf of my minor child and our respective heirs, successors, assigns and personal representatives, agree to indemnify, defend and hold harmless the University, and its employees, students, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage they or any of them may incur or sustain as a result of any claims, demands, actions, causes of action judgments, costs or expenses, including attorneys’ fees, which result from, arise out of or relate to my minor child’s participation in the Program or travel to or from Program.
4. I agree that this Waiver, Release and Indemnification Agreement is governed by the laws of the State of Indiana and is intended to be as broad and inclusive as permitted by Indiana law. If any portion of this Agreement is held invalid, it is agreed that the balance of this Agreement shall, notwithstanding, continue in full legal force and effect. In the event of any cause of action, I agree that exclusive jurisdiction concerning this Agreement lies with the St. Joseph County Superior Court or the U.S. District Court for the Northern District of Indiana.

5) The University reserves the right in its sole discretion to dismiss my child from the Program at any time should my child’s actions or general behavior disrupt, interfere with, or otherwise impede the operation of the Program or the rights or welfare of any person. Similarly, if my minor child’s conduct violates any policy or procedure of the University, I agree and understand that my child may be required to leave the Program as determined by the University in its sole discretion. If payment was remitted for the Program prior to any such dismissal, I will not receive any refund (pro-rated or otherwise) for any portion of the Program that my child is unable to complete. I understand that the University reserves the right in its sole discretion to cancel the Program or any component thereof prior to departure.

1. I hereby consent to any publicity, including the University's use of my minor child’s name and likeness,

Worldwide for any purpose, including educational and advertisement purposes, and in any format, including on website display and on CDs/DVDs. I waive any right to inspect and/or approve the final production of such photographs and/or videos which may be used in connection with my child’s participation in the Program. I release and discharge the University of all responsibility and liability for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness or image) arising out of the use or publication of photographs and/or videos of my minor child by the University. I further waive any claim for compensation of any kind for the University's use or distribution of photography and/or video footage of my child. I understand that this grant of permission and consent is irrevocable.

1. In signing this Waiver, Release and Indemnification Agreement, I acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that I understand it affects my legal rights and the legal right of my child, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Printed Name Date

Child’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT C**

UNIVERSITY OF NOTRE DAME

HEALTH INFORMATION AND CONSENT FOR EMERGENCY MEDICAL TREATMENT FORM

Minors

Program Attending: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dates of Program: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Student or Minor Child: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Birth Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Permission for Treatment: The health history provided on this form is correct to the best of my knowledge. By my signature below, I hereby grant permission and authorize the provision of emergency medical treatment for minors/students who become ill or injured while participating in a University of Notre Dame du Lac sponsored Program and when parents or guardians cannot be reached.

Release of Information: By my signature below, I authorize the University of Notre Dame to release medical information regarding the above named minor/student to any person or entity to whom the University of Notre Dame refers the minor/student for medical treatment.

**TO GRANT CONSENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name of Parent/Legal Guardian) (City)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, do hereby state that I am the

 (County) (State)

parent or legal guardian of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a minor.

 (Name of Child)

Should an emergency arise while my child is under the supervision of the staff of The University of Notre Dame du Lac, I do hereby authorize the staff to obtain medical attention for my child. I do hereby give consent to any necessary examination, anesthetic, medical diagnosis, surgery or treatment, blood transfusion and/or hospital care to be rendered to the above-named minor under the general or special supervision and on the advice of any physician or surgeon licensed to practice medicine during the program period. All such treatment shall be at my expense, and I agree to reimburse the University or its representatives for any expenses that they or any of them might incur on account of my child’s condition or treatment. This consent shall not give rise to, and is not intended to give rise to a legal duty owed by the University to my child. I do hereby release and forever discharge the University of Notre Dame du Lac and its employees, agents, officers, trustees, affiliates and representatives from any and all liability of any kind for any claim, demand, action, cause of action, expense (including hospital and medical expenses), judgment or cost, including without limitation attorneys fees, co-pays or deductibles, which arise out of or relate in any manner to the exercise of authority or judgment pursuant hereto, or to the securing, oversight, administration or supervision of medical or other care or treatment on behalf of my minor child at any time or any travel incident thereto.

♦Family Doctor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

♦Family Dentist: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

♦Medical Insurance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(ID Number) (Group Number) (Member’s Name)

♦Medical History: Allergies, if any, including medication and foods: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

♦Chronic or existing diseases or medical problems (e.g. diabetes, epilepsy): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

♦Medicines your child is now taking and dosage: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

♦Date child received last Tetanus injection or booster (if known): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

♦Any physical restrictions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I can be reached at the following phone numbers(s) in an emergency:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Location) (Phone)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Location) (Phone)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Parent/Legal Guardian)

**EXHIBIT D**

SWORN STATEMENT OR AFFIRMATION FOR

UNIVERSITY OF NOTRE DAME STUDENTS VOLUNTEERING TO WORK WITH CHILDREN

Please Print

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last Name First / Middle Student ID#

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Mailing Address Street Apt. #

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City State Zip Code

Contact Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Have you ever been convicted of a crime classified as a felony or misdemeanor?

 □ Yes □ No

If yes, please list all felony and misdemeanor convictions, including convictions by court martial and driving under the influence. For each offense, state the nature, location, date, and penalty (you do not need to list parking or speeding tickets). A conviction record will not necessarily preclude you for volunteering to work with Children.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Offense | Nature | Location | Date | Penalty | Comments |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**I hereby affirm that the information provided on this form is true and complete. I understand that the information is subject to verification and that making a materially false statement will preclude me from volunteering to work with Children.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**EXHIBIT E**

**University of Notre Dame**

**Youth Programs**

RE: Storing or administering prescription or non-prescription medications

I understand and acknowledge by my signature below that the University of Notre Dame does not have the medical staff or resources available during Youth Programs to store or administer prescription or non-prescription medications for my child. I have decided as the child’s parent or guardian that my son or daughter is capable of taking his or her own medication(s) throughout his or her stay at Notre Dame, or that one of my child’s parents or his or her legal guardian will be personally present and available to administer the medication to my child throughout the Program. I know that Notre Dame staff will not store or administer medications, prescription or non-prescription, for my child during the Program. If I decide that my child can take his or her own medication during the Program, I will exercise best efforts to remind my child to take his or her medication.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Parent or Legal Guardian (Signature)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_