Protection of Minors Policy & Procedure

Policy/Procedure

I. Policy Purpose and Statement

It is the policy of Dickinson College ("the College" or "DC") to establish and maintain standards and procedures for the protection of minors participating in programs and activities conducted, sponsored or hosted by the College regardless of the location at which the program or activity is held. Third party camps and events are expected to adhere to this policy. However, the enforcement of said policy shall be the responsibility of the summer camp owner and operator, and third-party camps must use their own forms and waivers and not those included within this document.

This policy is also designed to educate our community members – faculty, staff, students, volunteers – about the state laws and regulations regarding the prevention, identification, and reporting of child abuse. It is the obligation of every member of the College community to report suspected child abuse as soon as possible.

Dickinson College is committed to providing a safe and enriching environment within its community, including minors who visit the campus for educational programs and special events. To ensure their safety and well-being, all programs serving minors as participants are required to adhere to the guidelines and operating procedures in this policy.

II. Policy Application

This Policy applies to academic camps, athletic camps, after-school programs, workshops, conferences and similar Programs that involve the custody and care of non-student minors that are hosted or sponsored by the College as "Program" is defined below.

This policy, while also applicable to minors at the Dickinson College Children's Center, is not meant to replace any other policies currently in place that govern the operation of that Center. Should any conflicting language exist between this policy and any more specific policies governing the Dickinson College Children's Center, the language in those more specific policies will supersede the language within this policy.

III. Definitions

A. Authorized Adult: An individual age eighteen (18) and older, paid or unpaid, who interacts with, supervises, chaperones, or otherwise oversees Non-Student

Minors in College programs or activities and who has complied with all registration, background check and training requirements pursuant to this policy.

- B. **Prospective Authorized Adult:** An individual age eighteen (18) and older, paid or unpaid, who has applied to interact with, supervise, chaperone, or otherwise oversee Non-Student Minors in College programs or activities.
- C. **External Organization**: An organization or individual not affiliated with the College that uses College Facilities to conduct a Program pursuant to an approved contract or other use agreement with the College.
- D. **Minor**: A person under the age of eighteen (18) who is not enrolled or being considered for enrollment at the College.
- E. **One-On-One Contact:** Personal, unsupervised interaction between any Authorized Adult and a Non-Student Minor without at least one (1) other Authorized Adult, parent, or legal guardian being present.
- F. **Program:** Any activity that is under the direction or control of the College, regardless of its location, or an activity under the direction or control of an External Organization using College Facilities.
- G. **Program Director:** The person in charge of the program for the External Organization, recognized student organization, or College department, unit, or employee that organizes or is responsible for the overall administration of a Program.
- H. **Program Participant:** A person who has registered to attend a program serving minors and who has no supervisory or official leadership role in the program.
- I. **Program Staff:** Any authorized adult, program director, faculty, staff, or volunteer involved in any way with a program.
- J. College Facilities: Facilities owned by or under the control of Dickinson College.
- K. **College-sponsored:** Under the direction and control of College employees acting under assigned job responsibilities.

IV. General Requirements Affecting Non-Student Minors on Campus

- 1. The Program Director shall:
 - a) ensure that the Program is registered with and supported by their divisional vice president, and also inform Conferences and Special Events (CASE) at least 30 days prior to the date of the event in order to allow for the administration of this policy,
 - **b)** ensure that all required forms contained in the appendix to this policy are properly executed and preserved in accordance with the College records retention policy and ensure that a copy of all executed forms are provided to CASE, no later than one (1) day after the start of the Program, by either interoffice delivery or via email to <u>case@dickinson.edu</u>.
 - c) ensure that every external organization that conducts a Program executes a Dickinson approved facilities use or license agreement, available through Conferences and Special Events.

2. Maintenance of Program Information: CASE shall be provided, either through interoffice delivery or via email to case@dickinson.edu, with an up-to-

date list of Program times and dates, locations, attendance (name and date of birth of each participant), and a designated Program Director, so that in the event of an emergency, appropriate measures may be taken. All programs serving minors must provide a copy of this list no later than one (1) day after the start of the Program to CASE. Additionally, all programs serving minors must also provide a final list of program participants with their date of birth to the CASE office within 10 days of the final day of the event.

3. Recommended standards for supervision of minors:

The College strongly recommends that there are at least two Authorized Adults present for any interaction with a minor. Program Directors are to ensure sufficient supervision of minors at all times.

For overnight Programs housed in College Facilities:

- Two Authorized Adults for every 6 Participants ages 6 to 8.
- Two Authorized Adults for every 8 Participants ages 9 to 14.
- Two Authorized Adults for every 10 Participants ages 15 to 17.

Children under the age of 6 are not eligible to participate in overnight Programs housed in College Facilities.

Overnight housing standards should be based on the nature and location of each Program. The Authorized Adults shall reside in the housing facility with the program participants. Program Directors must receive prior approval from the Director of Enterprise Risk Management, in consultation with the Director of Conferences and Special Events for Programs housed in College Facilities, before staffing overnight Programs at levels less restrictive than these articulated recommended standards. Programs housed in College Facilities must abide by the policies and procedures provided to Program Directors by CASE. Authorized Adults are never allowed to enter the room of a minor without at least one other Authorized Adult present, unless the minor is under the legal guardianship of the Authorized Adult.

For non-overnight programs:

- Two Authorized Adults for every 6 Participants ages 4 and 5.
- Two Authorized Adults for every 8 Participants ages 6 to 8.
- Two Authorized Adults for every 10 Participants ages 9 to 14.
- Two Authorized Adults for every 12 Participants ages 15 to 17.

4. All Program Participants, including the Program Director and Program Staff are expected to sign and adhere to the standards recited in the Participant Code of Conduct form

5. Duty to Report Suspected Child Abuse

Every member of the Dickinson community is required by law to report suspected child abuse, as defined by the Child Protective Services Law (<u>23</u> <u>Pa.C.S. Chapter 63</u>). This duty exists if there exists reasonable cause to suspect that a child is a victim of child abuse based on:

- Information shared with him/her by the child or any other individual; or
- His/her own observations or knowledge.

The duty to report is triggered by reasonable suspicion or belief. There is no requirement that there be actual evidence of abuse, nor should any individual seek to investigate the matter for him/herself. However, the person may immediately take reasonable actions to abate suspected abuse when circumstances dictate that immediate action is appropriate. Any doubt as to whether or not to report should be resolved in favor of making the report to ensure that the appropriate professionals in child protective services can assess the report and evaluate the safety of the child.

Under this policy, any Dickinson community member (faculty, staff, students, volunteers) suspecting abuse of a child is required to bring all reasonable suspicions or beliefs to the immediate attention of the Pennsylvania ChildLine at **1-800-932-0313**.

After reporting to the ChildLine, the individual shall immediately notify the Director of Enterprise Risk Management and the Chief of Public Safety. These individuals, in turn, have the obligation to verify that appropriate authorities have been notified and to coordinate investigative efforts with Human Resource Services (if matter involves an employee) and in all cases with the Chief Legal Officer.

The Director of Enterprise Risk Management is authorized by the President of the College to take all actions necessary to comply with state law, rules and regulations regarding reporting of suspected child abuse. Further, the Director of Enterprise Risk Management may, in consultation with the Chief Legal Officer, take any action necessary to abate suspected abuse including but not limited to removal of Program Participants from Programs and from College premises.

Failure by any member of the Dickinson community to report information related to suspected child abuse as soon as possible to both Child Line and the designated Dickinson officials will result in discipline up to and including termination for employees and dismissal for students. Failure of these officials to initiate timely notice and timely and appropriate investigation will result in discipline up to and including termination. The employment of any college employee who is convicted of a charge related to abuse of a minor will be terminated, whether the abuse occurred on or off campus. Any employee against whom an allegation of child abuse has been made, on or off campus, shall be placed on administrative leave while the matter is investigated by the authorities. Any Dickinson student who is convicted of a charge related to abuse of a minor will face consequences up to and including expulsion, whether the abuse occurred on or off campus. Any Dickinson student against whom an allegation of child abuse has been made, on by the authorities. Any Dickinson student who is convicted of a charge related to abuse of a minor will face consequences up to and including expulsion, whether the abuse occurred on or off campus. Any Dickinson student against whom an allegation of child abuse has been made, on or off campus.

matter is investigated by the authorities.

6. Duty to Report Inappropriate Conduct: Every Authorized Adult shall immediately report observed inappropriate conduct by any person toward a minor to the Program Director or the College's Director of Enterprise Risk Management. Inappropriate conduct includes sexual and physical abuse but also includes vulgar speech, threats of violence, discriminatory words or actions and drug and alcohol use or possession. Reported concerns will be investigated by the appropriate College administrator.

If an Authorized Adult participating in a Program or activity faces allegation of inappropriate conduct, the individual shall discontinue further participation in Programs and activities covered by this Policy until such allegation has been adequately resolved.

7. Safety and Injuries: Program Directors should work closely with the Director of Enterprise Risk Management to determine potential safety and security risks associated with each particular camp and activity. Program Directors shall immediately report injuries to program participants and accidents involving program participants to the Director of Enterprise Risk Management.

8. Transportation of Minors: All transportation of minors must be approved by the Program Director and Director of Enterprise Risk Management. Additionally, all regulations in the <u>Dickinson College Fleet Policy</u> must be followed for transportation in Dickinson owned, leased or rented vehicles. An Authorized Adult should not utilize their own privately owned vehicle to transport a minor, and should not utilize a fleet vehicle unless accompanied by at least one other Authorized Adult.

9. Medical Treatment and Administration of Medicines:

A. Program Directors shall obtain a **Medical Information and Release Form** for each Program Participant and Program Staff member that contains the following:

i. A statement informing the parent/legal guardian that the College does not provide medical insurance to cover medical care for the Program Participant.

ii. A statement authorizing the release of medical information and emergency treatment in case the parent/legal guardian/emergency contact cannot be reached for permission.

iii. A list of any physical, mental or medical conditions the minor may have, including any allergies that could impact his/ her participation in the program.

iv. All emergency contact information including name, address and phone number of the emergency contact.

10. Video-Conferences with Minors: The use of video-conferencing platforms with minors, such as Zoom or Microsoft Teams, is subject to the same standards as an inperson event. Authorized adults in a video-conference must have the ability to clearly observe all interactions, whether they are using individual accounts to access the video-conference from different locations, or are sharing a device and account. Video-conferencing features that enable participants to communicate outside of supervision, such as a private chat feature, must be disabled. Reasonable steps shall be taken to secure the video-conference from access by unauthorized participants. Such steps could include the use of passwords, waiting room features which allow hosts to identify authorized participants prior to access, and/or room locking features which freeze access.

B. The Program Director shall obtain a **Self-Administration of Medication Form** and a **Consent for Over-the-Counter Medication Form** for each Program Participant. Forms should also be obtained for Program Staff members that are minors. Distribution of Participants' medicines by Authorized Adults should be handled under the following conditions:

i. Program Staff shall be responsible for reviewing all forms and assessing needs of each Program Participant.

ii. The Program Participant's parent/legal guardian provides the prescription medicine in its original pharmacy container labeled with the Participant's name, medicine name, dosage and timing of consumption. Over-the-counter medications must be provided in their manufacturers' container.

iii. Program Director or an Authorized Adult shall keep the medicine in a secure location, and at the appropriate time for distribution meet with the Participant in a secure location for administration of the medicine.

iv. The Program Staff member shall allow the Participant to selfadminister the appropriate dose as shown on the container. Parent(s) and/or guardian(s) must make arrangements for the administration of any medicine that the Participant cannot self-administer.

v. Devices for the self-administration of medications which are prescribed by a physician may be carried by the Participant during program activities (Examples include personal "epi" pens and asthma inhalers).

vi. Over-the-counter medications can only be administered with prior written approval from the parent/guardian and only if the parent/guardian provides the over-the-counter medication. Program Participants can self-administer over-the-counter medication that they bring with them to the Program.

vii. The Program Director shall arrange for medical care appropriate for the nature of Program activities including on- site emergency medical service coverage if needed. All sports camps held at Dickinson College are required to have an athletic trainer present for all athletic activities.

C. Protocol for Injuries and Illness

i. The Program Director shall secure and maintain a report of any accident, injury or illness that occurs during a Program. A copy of these accident, injury or illness reports will be provided to the Director of Enterprise Risk Management.

V. College Sponsored Programs Requirements

The following procedures and recommendations apply specifically to all College Sponsored Programs involving Non-Student Minors:

1. The Program Director shall provide information necessary for a hiring and background check for program staff and volunteers to the Office of Human Resource Services (or to the Student Employment Department for student volunteers and workers) at least two weeks prior to the anticipated date for service. Please refer to the <u>Policy on Background Checks</u>, <u>Volunteer Policy</u>, and <u>Background Check for Volunteers Policy</u>, or contact Human Resource Services, for more specifics. To ensure there is no delay in the onboarding process, providing the requested information at least four weeks prior is strongly recommended.

2. The Office of Human Resource Services will confirm for the Program Director that all Authorized Adults have been subject to proper screening and background investigations before the individual(s) engage/start working with the Program. College Employees may and Non-College Employees in College Sponsored Programs shall be subject to annual background investigations. Fees associated with screening will be borne by the Program.

3. Training

A. The Director of Enterprise Risk Management and Chief Human Resources Officer will maintain a training protocol that addresses:

- i. Mandatory reporting requirements;
- ii. Responsibilities and expectations of all Program faculty and staff;
- iii. Relevant policies and procedures regarding Programs; and

B. The training described above shall be mandatory for all Prospective Authorized Adults, Authorized Adults, Program Directors and volunteers who work for College Sponsored Programs and who are reasonably anticipated to have direct contact or interaction with Program Participants.

C. The Director of Enterprise Risk Management will periodically review institutional compliance with this policy and analyze the data to detect trends that will help promote future trainings and increased compliance.

VI. External Organization Requirements

1. External Organizations must conduct comprehensive background checks that meet College standards of their employees, volunteers, and representatives. The College may request any additional information it deems necessary to meet the requirements of this Policy.

2. Each External Organization must certify that it has met training requirements that meet College standards and are no less strenuous than the training the College conducts.

3. Each External Organization must certify that it has obtained the proper liability insurance, signs all relevant liability and insurance documents, and be willing to produce a copy of any relevant documents or forms as required by the Director of Enterprise Risk Management.

VII. Additional Programmatic Procedures

Any camp, department, conference, workshop, program, activity, etc. that involves the participation of minors who are not students of Dickinson College and are either sponsored by an entity of the College or a third-party host must complete the following:

1. Each Program Director must submit a written proposal that includes Program objectives, timelines, desired resources, and budget projections before the activity commences. The written proposal must align with Dickinson College's Programs Serving Minors policy, as well as adhere to applicable federal and state child protection laws.

2. The required Program proposal must be endorsed by the relevant divisional vice president. A copy of the proposal and approval documentation must be maintained in accordance with the College's records retention policy and made available for review by the Director of Enterprise Risk Management upon request.

3. Programs with minor Participants must provide visible identifiers for each Participant, such as, a name badge, name tag, wrist-band, etc.

4. All Program Directors and Authorized Adults must abide by <u>HIPAA privacy</u> regulations when handling medical and emergency information for Program Participants.

5. Program Directors must ensure that all Authorized Adults and Program Participants adhere to the camp rules, the rules of this policy and accompanying forms, as well the rules of the College.

6. All liability waivers, medical forms, media releases, etc. are to be obtained during the registration process of each Program, stored in a secure location, and

maintained in accordance with the College's records retention guidelines and ensure that a copy of all executed forms are provided to the Office of General Counsel by either interoffice delivery or via email to <u>legal@dickinson.edu</u>. All documents are considered confidential and shall not be disclosed, except as provided by law. Any requests for the disclosure of documents or records must be forwarded to the Chief Legal Officer.

7. Pick-up/Drop-off and Sign in/out Procedures:

- **a.** Programs with minor Participants must outline a designated pick-up and drop-off point for parents and legal guardians before program activity begins.
- **b.** At least one Authorized Adult must oversee the sign-in, drop-off, and pick-up daily to ensure the safety and security of the Program Participants.
- **c.** Parents/Legal guardians are required to sign their minor child in/out each day. Sign-in/out sheets should include student name, time in/out, and signature.

8. If food service is needed, Program Directors shall work with CASE and Dining Services to coordinate food services for program participants. If the Program desires authorization to utilize food from an external vendor, they must obtain permission from CASE and Dining Services.

FORMS

Page 11. Program Staff Code of Conduct Agreement

Page 12. Volunteer Registration Form and Agreement

Page 14. Participant Code of Conduct Agreement

Page 15. Media, Photo & Video Release Form

Page 17. Pickup Authorization Form

Page 19. Independent Contractor/Consultant Insurance Agreement Form (if applicable)

Page 22. Participant Liability Waiver Form

Page 24. Participant Medical Information and Release Form

Page 27. Participant Self-Administration of Medication Waiver and Consent Form

Page 29. Participant Over-the-Counter Medication Waiver and Consent Form

Page 31. License/Lease Agreement for Short Term Use of Campus Facilities by Non-College Sponsored Camps and Programs Serving Minors

PROGRAMS SERVING MINORS PROGRAM STAFF CODE OF CONDUCT

Dickinson College is committed to the safety and well-being of minors. Authorized staff 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 Dickinson College 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.

 \Box I will immediately report any reasonable suspicion or knowledge of abuse of a minor in accordance with PA requirements, as well as the specific state requirements where the minor resides.

 \Box I will not touch or speak to a minor in a sexual or other inappropriate manner.

 \Box 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.

 \Box I will not meet with minors outside of established program locations, protocols or established times.

 \Box 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.

 \Box I will not engage or allow minors to engage me in romantic or sexual conversations.

 \Box 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. This does not preclude me from engaging in professional communications on the college's officially endorsed and provided platforms.

□ 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.

 \Box I will not use, possess or be under the influence of alcohol or illegal drugs at any time while working with minors, unless the college has officially approved my attendance at a social gathering where minors will be present and alcohol will be served. In such instances, I will not serve any minors with alcohol, will report to my supervisor any suspected consumption of alcohol or illegal drugs by a minor, and will use great restraint and maintain professionalism if I am permitted by my supervisor to engage in the limited consumption of alcohol.

□ 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

Dickinson College 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 Dickinson College ("College"). 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 College 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 College employee or student.
- 3. I will familiarize myself with and abide by all College policies, including those regarding conduct, confidentiality, safety and welfare. I agree to abide by all applicable rules and regulations of the College 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 College official identified above or such other authorized College 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 College 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 College 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 College by participating in the structured volunteer program organized, controlled, and directed by the College as described in the description of duties above, which are for the sole purpose of carrying out the functions of the College. In consideration for my service as a volunteer, the College agrees that I am a "recognized and authorized volunteer" solely for the purpose of College 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 College or its officers, directors, agents, trustees, board members, employees, volunteers, contractors, representatives, successors, and assigns, individually or in any capacity (collectively, the "College") 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 College 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.

Volunteer:	Data
Signature	Date
Approved by:	
Signature, Head of Sponsoring Department	Date
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Dickinson College 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 College. 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

Dickinson College 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 Dickinson College, 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

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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 Dickinson College, 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 Dickinson College. 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

Dickinson College 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. 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.

III. Authorized Dismissal

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 themself out at the end of the program activities.

Signature of Parent or Guardian:

Parent or Guardian Name*:

Dickinson College Programs Serving Minors Insurance Requirements

INDEPENDENT CONTRACTOR'S INSURANCE

Third Party Organizations using Dickinson College 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.

<u>Commercial General Liability Insurance</u>	
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

<u>Commercial Automobile Liability Insurance*</u>

* 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 Each Accident By Disease – Policy Limit By Disease – Each Employee

Statutory Benefits for All Employees \$500,000 \$500,000 \$500,000 Waiver of Subrogation endorsement in favor of Dickinson College and related

favor of Dickinson College 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. <u>All policies must be written on an "occurrence" basis, naming "Dickinson</u> <u>College, its Board of Trustees, officers, employees, agents, and volunteers" as</u> <u>additional insureds</u>.
- 2. <u>All policies must be written on a primary basis, non-contributory with any other</u> insurance and/or self-insurance carrier by Dickinson College. 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.

- Dickinson College 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
 - "Dickinson College" as additional insured on a Primary and Non-Contributory basis
 - "Dickinson College" as certificate holder
 - Workers' Compensation policies must show Waiver of Subrogation
 - Signature of insurer's agent or representative and date
- 4. Dickinson College 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: Dickinson College must be provided 30 days prior notification by the carrier (or the contractor if the carrier refuses to provide notice) before cancellation of coverage.
- A certificate of insurance must be sent to the Dickinson College Conference and Special Events Office with the facilities and services rental agreement. Certificates should be directed to Conferences and Special Events at_ <u>case@dickinson.edu</u>.

Questions about insurance requirements may be directed to Lauren Lasater, Director of the Office of Compliance and Enterprise Risk Management at 717-245-1495 or <u>lasatera@dickinson.edu</u>

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 College within thirty (30) days of becoming aware of such pending claim(s).

DUTY TO PROVIDE COPIES OF INSURANCE POLICIES

The College 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 College's Conference and Special Events Office of all incidents and/or accidents that occur on College premises or that might otherwise give rise to a claim against the College 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 Dickinson College, 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 College facilities.

JURISDICTION and VENUE

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

 Contractor:
 College:

 Signature
 Date

 Title
 Title

Dickinson College Programs Serving Minors Informed Consent, Voluntary Waiver, Release of Liability & Assumption of Risks 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:

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THIS FULLY SIGNED FORM MUST BE SUBMITTED BY A PARENT OR LEGAL GUARDIAN BEFORE ANY CHILD IS ALLOWED TO PARTICIPATE IN THE ABOVE REFERENCED PROGRAM/CAMP.

I, the undersigned, wish for my Child (hereafter "Child") to participate in the above referenced youth program (hereafter "Program") on the date(s) and location(s) indicated above and, in consideration for my Child's participation, I hereby agree as follows:

I acknowledge, understand and appreciate that as part of my Child's participation in the Program there are dangers, hazards and inherent risks to which my Child may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I further realize that participating in the youth program may involve risks and dangers, both known and unknown, and have elected to allow my Child to participate in the Program. Therefore I, on behalf of my Child, voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating and traveling to or from the Program.

I, on behalf of my Child, hereby release Dickinson College, its Administration, Faculty, Staff, Trustees, Student Leaders, the Program Staff, and all other officers, directors, employees, volunteers and agents (hereafter "DC") 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 DC 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 DC accepts no responsibility for my Child's personal property.

In the event of an accident or serious illness, I hereby authorize representatives of DC to obtain medical treatment for my Child on my behalf. I hereby hold harmless and agree to indemnify DC 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 Pennsylvania. 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 Pennsylvania.

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

Dickinson College Programs Serving Minors Medical Information and Release Form

PROGRAM/CAMP INFORMATION:

Date(s):	Time(s):	
Location:		
ARTICIPANT INFORMATION:		
Name of Participant:		
Date of Birth:	Phone Number:	

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*. Dickinson College 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. 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 Dickinson College 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:
Home Phone:	_Cell Phone:	_Work Phone:

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

1	Vame		Relation
Home Phone #	Work Phone #	Cell Phone #	
Emergency Contact #2:			
N	ame		Relation
Home Phone #	Work Phone #	Cell Phone #	
PART 2. MEDICAL IN	FORMATION		
you are uncertain about a <i>own physician</i> prior to pa	my preexisting medical of articipating in this Progr	your physician prior to partic conditions, <i>it is your respons</i> ram. Please answer all of the as indicated. Use back and/c	sibility to consult with your questions. If you answer you
Physician's Name:		Phone I	Number:
Do you have health/ac	ccident insurance? (c policy number, nam ldress Policy	e and address of insura	
PLEASE ENCLOSE A C VITH THIS FORM	COPY OF THE FRON	T AND BACK OF YOUR	INSURANCE CARD
		nd explain as appropriate: al conditions that you or you	
participation? YE	ES NO If	yes, identify	and explain:

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 UPMC Pinnacle Carlisle 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 Dickinson College pertaining to my Participant's medical, mental and physical condition and that it is accurate and complete. I agree to notify Dickinson College 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 Dickinson College 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

Dickinson College 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, College, 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>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.</i>		
Parent/Guardian's Name:		

Parent/Guardian's Signature:______Date:_____

Dickinson College

Programs Serving Minors

Parent/Guardian Authorization, Waiver and Consent for Over-the-Counter Medication Form

PROGRAM/CAMP INFORMATION:

Time(s):
ATION:
Phone Number:
Zip:
an 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, Dickinson College, its Administration, Faculty, Staff, Student Leaders, the Program Staff, and all other officers, directors, employees, volunteers and agents (hereafter "DC") 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:	_
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Parent/Guardian's Signature:	Date:
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DICKINSON COLLEGE APPROVED LICENSE/LEASE AGREEMENT

This agreement varies depending on group, size, etc. Contact Director of Conferences & Special Events at Dickinson College for specific agreements.

Related Information

History/Revision Information

Responsible Division/Office: HR Services; Risk Management

Effective Date: April 22, 2019

Last Amended Date: September 9, 2022

Next Review Date: June 30, 2023

Also Found In: College Wide Policies