

RISK MANAGEMENT AND INSURANCE MANUAL

AUGUST 2021





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INTRODUCTION

The policies and procedures in the Risk Management and Insurance Manual ("Manual") are subject to and shall be administered and interpreted consistently with ecclesiastical principles, Catholic doctrine and the code of canon law.

Specifically, in accordance with Canon 1276, the Archbishop must supervise the administration of all goods belonging to public juridic persons within the Archdiocese of Denver ("Archdiocese"), and while taking into account the rights, lawful customs and circumstances, he must regulate the administration of such ecclesiastical goods by issuing particular law for the Archdiocese at all times, within the limits of universal church law. Accordingly, the following persons, ecclesiastical organizations and/or public juridic persons, all of which follow Catholic teachings and are bound by canon law, are required to follow the Manual in its entirety:

- The Archdiocese and its employees
- Archdiocesan priests and deacons and those with faculties
- All parishes within the territory of the Archdiocese of Denver, including those staffed by religious institutes and all parish schools and their employees

In addition, other participating organizations that are named insureds under the ecclesiastical stewardship of the Archbishop must also follow this Manual and includes the following:

Education and Formation

- Saint John Vianney Theological Seminary
- Redemptoris Mater House of Formation
- Holy Family High School, Inc.
- Bishop Machebeuf High School, Inc.
- Frassati Catholic Academy
- Blessed Miguel Pro Catholic Academy

Mortuary and Cemeteries

- AOD Mortuary at Mount Olivet, Inc.
- The Mount Olivet Cemetery Association
- Saint Simeon Cemetery Association
- AOD Cemeteries Perpetual Care Trust

Trusts

- The Archdiocese of Denver Irrevocable Revolving Fund Trust
- The Archdiocese of Denver Welfare Benefits Trust
- The Archdiocese of Denver Risk Management and Property/Casualty Insurance Trust
- Seeds of Hope Charitable Trust

Other Entities

- The Archdiocese of Denver Management Corporation
- The Saint John Paul II Center for the New Evangelization

- Camp Saint Malo Religious Retreat and Conference Center, Inc.
- Family of Nazareth, Inc.
- Annunciation Heights
- Seeds of Hope of Northern Colorado, Inc.

This Manual has been prepared to give each Pastor, Parish Business Manager, Principal, Officer and/or Administrator of the ecclesiastical organizations within the Archdiocese a guide to Risk Management and the insurance coverage that protects the property within the Archdiocese of Denver. The following Manual is presented as a reference source and tool to answer basic questions about loss prevention, insurance coverage and claim reporting.

ARCHDIOCESE OF DENVER RISK MANAGEMENT AND PROPERTY/CASUALTY TRUST

Established in 1998, the Archdiocese of Denver Risk Management and Property/Casualty Trust ("Insurance Trust") provides funds for the risk management program for the Archdiocese, the parishes of northern Colorado, and its related ecclesiastical organizations. The risk management program is administered by the Archdiocese of Denver Management Corporation (through the Office of Finance, Administration and Planning) to provide property and casualty insurance at affordable costs; to provide education and consultation in the areas of public safety, environmental protection, and risk management; to provide a self-insurance fund to pay uninsured claims; and to provide the administration required to support the program.

The appropriate contact in Risk Management (which may be an external resource at Gallagher or Gallagher Basset) must be consulted to review specific coverage questions, review leases, certificates of insurance, the cost of insurance, and to report property or bodily injury claims. Business administrators and senior personnel of each organization participating in the Archdiocesan insurance program need to be familiar with the nature and extent of the insurance provided by the program. Periodic changes and adjustments in insurance coverage are promulgated to participating parishes and organizations through supplements and revised pages in the Risk Management and Insurance Manual.

Parishes and other participating ecclesiastical organizations are insured through the Archdiocesan insurance program. This program allows separate ecclesiastical organizations to pool their insurance needs. Each participating parish or related ecclesiastical organization is billed separately based on its level of assets, payroll, and other factors. This insurance program includes: property insurance, builders' risk insurance, general liability, automobile insurance, crime coverage, workers' compensation, umbrella liability, and directors' and officers' liability.

RISK MANAGEMENT

Risk Management is the process of identifying, measuring, minimizing, and preventing loss. The ultimate goal is the preservation of the physical and human assets of the Church of Northern Colorado for the continuation of its ministries. Successful achievement of this goal is the responsibility of each parish and ecclesiastical organization. All practical methods of eliminating risk and/or preventing or minimizing loss must be explored in order to reduce the overall exposure to possible material losses. Events, situations or changes in parish and ecclesiastical organization business operations, including new programs, may present additional or new risk exposures to the ongoing operation of the respective entity. Accordingly, all participating entities of the Insurance Trust may need to obtain proper insurance coverage and/or other means to protect assets. Such items must be brought to the attention of the Chief Financial Officer.

Four methods are available to achieve this goal:

- Risk Avoidance elimination of the exposure
- Risk Control reduce the chance and/or size of the loss
- Risk Transfer transfer the loss via insurance or contractual language
- Risk Retention assume the risk at an acceptable level

INSURANCE

Participating parish and ecclesiastical organization properties must be insured through the Insurance Trust. This program includes: property insurance, builders risk insurance, general liability, automobile insurance, crime coverage, umbrella liability, directors' and officers' liability, morality liability, etc. Personnel of these participating entities are encouraged to consult the appropriate Risk Management contact for any specific questions or for the cost of insurance, to review contracts, for certificates or proof of insurance, to report property or bodily injury claims, etc. Each participating entity should be familiar with the nature and extent of the insurance provided.

CONTACTS

Claim Reporting Gallagher Bassett Services, Inc. - 1-844-529-8284

tnwclaims@tnwinc.com

Archdiocese of Denver Client Number: 000049

Certificates Arthur J. Gallagher Risk Management Services, Inc.

e-mail - ArchdioceseDenverCerts@ajg.com

General Risk Arthur J. Gallagher Risk Management Services, Inc.

Management Questions e-mail - <u>GGB.ArchdioceseDenver.Risk@ajg.com</u>

Boiler and Machinery Arthur J. Gallagher Risk Management Services, Inc.

(Equipment Breakdown) e-mail - scclaims@ajg.com phone - 303.889.2570

fax - 303.773.9776

PROPERTY INSURANCE

Coverage

Property insurance covers the physical loss or damage to any owned building and its contents. Typical causes of loss are fire, lightning, wind, hail, leaking roofs, burst water pipes, theft, and vandalism. Coverage is provided on an "All Risk" basis. However, there are coverage exclusions, meaning certain damages may not be covered. Common loss exclusions are damage resulting from age, wear and tear, deterioration, lack of maintenance, insects, and the settling, shrinking or expansion of building foundations.

Property insurance also covers the personal property of priests up to \$25,000, subject to a \$250 deductible. Higher limits are available on an individual basis for an additional charge (contact GGB.ArchdioceseDenver.Risk@ajg.com).

Personal property of employees, volunteers or third parties is *not* covered by this policy.

Deductible

\$1,000 – Other than Wind or Hail \$2,500 – Wind or Hail

Updates (Buildings or Contents Additions/Deletions)

To report any changes in property or contents status, please email GGB.ArchdioceseDenver.Risk@ajg.com. Additions/Deletions occur once each Fiscal Year.

Claims

- Theft and vandalism losses must be reported to the local law enforcement agency.
- Obtain photographs of the damage.
- Do whatever is necessary to mitigate the damages and prevent further loss, such as calling in a cleaning or restoration company to provide water and smoke clean-up services.
- Report the claim. Complete and submit to Gallagher Bassett Services, Inc. the <u>Report of Property Damage</u> form (Appendix I.B).

Gallagher Bassett Services, Inc.

e-mail - tnwclaims@tnwinc.com

phone - 844-529-8284

BOILER AND MACHINERY (EQUIPMENT BREAKDOWN)

Coverage

Excluding damages resulting from age, wear and tear, deterioration, and corrosion, boiler and machinery insurance covers physical loss or damage to heating, ventilation, and air conditioning systems.

Deductible

\$5,000

Inspections

Boiler and machinery insurance also provides for the mandatory inspection and certification of boilers and pressure vessels. Every boiler is required to have a current State Inspection Certificate posted in a visible location near the boiler.

To arrange for the required State of Colorado inspection, contact boilinsp@travelers.com. Inspections are conducted by Travelers Insurance.

Claims

- Secure and make the scene safe by shutting off gas, electric and water sources if necessary.
- Obtain photographs of the damage.
- Do whatever is necessary to mitigate the damages and prevent further loss, such as calling in a cleaning a restoration company to provide water and smoke clean-up services.
- Report the claim. Complete and submit to Arthur J. Gallagher Risk Management Services, Inc. the *Report of Property Damage* form (Appendix I.B).

Arthur J. Gallagher Risk Management Services, Inc.

e-mail - scclaims@ajg.com

phone - 303-889-2570

fax - 303-773-9776

CRIME COVERAGE

Coverage

Protection is provided for various types of criminal activities, such as loss caused by theft, disappearance, or destruction of money or securities from inside the premises or while in the care and custody of a courier or messenger outside the premises. Coverage is also provided for loss caused by embezzlement or wrongful abstraction of money, securities and other property.

Personal property of employees, volunteers or third parties is *not* covered under this policy.

Deductible

\$50,000

Claims

- Crime losses must be promptly reported to the local law enforcement agency.
- Obtain photographs of the damage, if applicable.
- Report the claim. Complete and submit to Gallagher Bassett Services, Inc. the <u>Report of Property Damage</u> form (Appendix I.B).

Gallagher Bassett Services, Inc. e-mail - tnwclaims@tnwinc.com phone - 844-529-8284 fax - 800-748-6159

GENERAL LIABILITY

Coverage

General liability insurance covers claims made against the parish, the ecclesiastical organization, or the Archdiocese as a result of personal injury, bodily injury, or property damage. Coverage is extended to include clergy, employees, and volunteers acting in the scope of their duties for the parish, the ecclesiastical organization, or the Archdiocese.

Coverage includes:

- Medical payments of up to \$2,500 for injuries sustained on the premises regardless of fault; however, this covers only medical expenses *not* covered by the injured person's own accident and health insurance
- Host liquor liability
- Products and completed operations
- Teacher's liability
- Priest's personal liability
- Parish and ecclesiastical organization-sponsored events such as carnivals, bazaars, and picnics

Prohibited Activities:

- Rafting
- Trampolines or rebounding devices
- Aviation, including hot air balloons and drones
- Bungee jumping and bungee devices
- Rock climbing and rappelling
- Zip lines and high ropes courses

Coverage extends to cover the parish or ecclesiastical organization for events such as carnivals, bazaars, parties, and picnics sponsored by the parish or ecclesiastical organization whether on or off the premises. Animal rides, carnival rides, or other mechanized rides or equipment must be approved prior to the event.

Claims

- See that any needed medical assistance is provided immediately.
- Do not admit liability the insurance company will investigate and determine whether there is any liability on our part.
- Obtain the name, address, and telephone number of the injured person or person claiming damages.
- Obtain the names and contact information of any witnesses.
- Obtain photographs of the accident site.
- Note what occurred, as well as the nature of the injuries or property damage.
- Report the incident to Gallagher Bassett Services, Inc.
- If a lawsuit or summons is served, report to Gallagher Bassett Services, Inc.

(See next page for claim contact information)

I - INSURANCE COVERAGE / CLAIMS

Gallagher Bassett Services, Inc.

e-mail - tnwclaims@tnwinc.com

phone - 844-529-8284

NON-PROFIT DIRECTORS AND OFFICERS LIABILITY

Coverage

Protection is provided for Directors, Trustees and Officers for claims made against any Director, Trustee or Officer for any actual or alleged Wrongful Act of the Insured or of any other person for whose Wrongful Act the insured is legally responsible.

Claims

Report the incident to Gallagher Bassett Services, Inc.

Gallagher Bassett Services, Inc.

e-mail - tnwclaims@tnwinc.com

phone - 844-529-8284

AUTOMOBILE

Coverage

Automobile liability insurance covers all vehicles titled or leased in the name of a parish or an ecclesiastical organization. Vehicles owned by priests, employees or volunteers are *not* covered by this policy.

Updates (Vehicle Additions/Deletions)

To report any vehicle additions or deletions, please complete and submit to GGB.ArchdioceseDenver.Risk@ajg.com a copy of the <u>Update Form for Changes in Covered Vehicles</u> (Appendix I.C).

Claims

- See that any needed medical assistance is provided immediately.
- Contact the police if necessary (minor accidents with no injuries or accidents occurring in parking lots do not need to be reported unless drugs or alcohol are involved).
- Do not admit liability the insurance company will investigate and determine whether there is liability on our part.
- Exchange insurance and contact information with the other driver.
- Obtain the names and contact information of any witnesses.
- Report the claim. Complete and submit to Gallagher Bassett Services, Inc. the <u>Report of Automobile Accident</u> form (Appendix I.D).

Gallagher Bassett Service, Inc.

e-mail – tnwclaims@tnwinc.com

phone - 844-529-8284

WORKERS COMPENSATION

Coverage

Workers Compensation insurance provides medical and indemnity benefits for employees injured in the course and scope of their employment. All full-time and part-time employees are covered, including priests and sisters.

Claims

Please request a Workers' Compensation Claim Packet from the People Support office (303.722.4687) for more specific instructions and forms required for work-related injuries and illnesses. As an employer you have the right in the first instance to select the physician who attends an injured employee. Your preferred medical providers are included in the designated medical providers list (included in WC packet) for all work-related injuries and illnesses.

All work-related injuries and illnesses should be reported *immediately* with the Employer's First Report of Injury form completed and submitted to Gallagher Bassett Services, Inc.

Gallagher Bassett Service, Inc.

e-mail - tnwclaims@tnwinc.com

phone - 844-529-8284

VOLUNTEERS

Volunteer Accident/Injury

Volunteers are **not** covered by the parish/ecclesiastical organization insurance for accident or injury. Claims should be submitted to their personal Accident & Health insurer. However, the parish/ecclesiastical organization insurance can pay for up to \$2,500 of medical expenses **not** covered by their personal insurance.

Refer to <u>Section I: Insurance Coverage/Claims. General Liability. Claims</u> for further instructions on what to do in the event a volunteer suffers an injury or accident while performing assigned services.

Volunteer Automobiles

Automobile insurance is required by State law to be provided by the owner of the vehicle. Therefore, volunteer vehicles are not covered for liability or physical damage by the parish/school/ecclesiastical organization insurance. Volunteer drivers should be aware of their responsibilities and must sign the appropriate <u>Volunteer Driver Agreement</u> form and agree to a Motor Vehicle Record check. Refer to <u>Section IX: Automobile</u> for further information regarding Volunteer Driver requirements.

Volunteer Personal Property

A volunteer's personal property and possessions are **not** covered by the parish/school/ecclesiastical organization insurance.

Volunteer Liability

In limited situations, the parish/school/ecclesiastical organization general liability insurance will provide coverage for volunteers if they are acting within the scope of their assignment and under the strict supervision of the parish pastor.

Volunteer Professionals

Professional volunteers, such as doctors, nurses, architects, etc., providing the services of their profession are not covered by the parish/school/ecclesiastical organization insurance and must provide their own Professional Liability insurance.

UPDATE FORM FOR CHANGES IN BUILDINGS OR CONTENTS

Send to GGB.ArchdioceseDenver.Risk@ajg.com

PARISH/SCHOOL/ORGANIZA	TION:			
MAILING ADDRESS:				
PHONE #:		E-MAIL:		
LOCATION NO.:		SUBMITTED BY:		
DATE SUBMITTED:		EFFECT	IVE DATE:	
		_		
CHANGE TYPE:	CONTENTS	NEW	☐ EXI	STING
ADDRESS WHERE CONTENT	TS LOCATED:			
DESCRIPTION OF CONTENT	S:			
ADD AMOUNT:		DELETE	AMOUNT:	
REASON FOR CHANGE / ADI	DITIONAL COMMENTS	<u></u> S:		
CHANGE TYPE: F	PROPERTY	□ NEW	П	EXISTING
PROPERTY ADDRESS & DES		LI INEVV	Ш	EXISTING
THOI ENTI NOONEGO & DEC	-			
YEAR(S) BUILT:				
CONSTRUCTION TYPE: (# st	ories, wood, brick, etc.)			
SQUARE FT:	ADD AMOUNT		REVISED TOTAL:	-
	DELETE AMOUNT		REVISED TOTAL:	
BUILDING VALUE: (New Prop				
REASON FOR CHANGE / ADI	• • • • • • • • • • • • • • • • • • • •			<u>_</u>
TENORY ON OHAROL / ADI	STROTT LE SOMMENT			



REPORT OF PROPERTY DAMAGE

Notify Gallagher Bassett Services, Inc. at 844-529-8284 Immediately

PARISH / SCHOOL / ORGAN	ZATION			
MAILING ADDRESS				
CITY		STATE	ZIP	
PHONE NUMBER	E-MAIL_			
LOCATION NO	PERSON REPORTING			
DATE FORM COMPLETED_				
DATE OF INCIDENT				
PHYSICAL ADDRES OF DAM	AGED PROPERTY			
WERE PHOTOGRAPHS TAK	EN (needed for damage in excess of \$5	5,000)?	☐ YES	□NO
IF VANDALISM OR THEFT, P	OLICE MUST BE NOTIFIED. PLEASE	PROVIDE NA	AME OF RESPOND	ING DEPARTMENT,
RESPONDING OFFICER NAM	ME, CASE OR REPORT NUMBER, AN	D CONTACT I	NFORMATION GIV	EN:
DESCRIPTION OF DAMAGE	E: (use additional sheets if necessary)			
OR DESCRIPTION OF INCI	DENT: (use additional sheets if necess	ary)		

PROCEED WITH ANY EMERGENCY REPAIRS NEEDED TO PREVENT FURTHER DAMAGE

UPDATE FORM FOR CHANGES IN COVERED VEHICLES

Send to GGB.ArchdioceseDenver.Risk@ajg.com

PARISH/SCHOOL/C	RGANIZA	ΓΙΟΝ:					
ADDRESS:							
PHONE #:				E-MAIL:			
LOCATION CODE:			SUBMIT	TED BY:			
DATE SUBMITTED:			_	EFFECTIVE DAT	E:		
CHANGE TYPE:	ADD	☐ DELE	ETE	VALUE:			
YEAR	MAKE		MODEL				
VIN NUMBER:				LICENS	E PLATE:		
COVERAGE REQUI	ESTED:	LIA	BILITY	COLLISION		COMPREHENSIVE	
CHANGE TYPE:	ADD	☐ DELE	TE 🗆	VALUE:			
YEAR	MAKE		MODEL				
VIN NUMBER:	-		_	LICENS	E PLATE:		
COVERAGE REQUI	ESTED:	LIA	BILITY	COLLISION		COMPREHENSIVE	
CHANGE TYPE:	ADD	☐ DELE	TE 🗆	VALUE:			
YEAR	MAKE		MODEL				
VIN NUMBER:	-		_	LICENS	E PLATE:		
COVERAGE REQUI	ESTED:	LIA	BILITY	COLLISION		COMPREHENSIVE	



REPORT OF AUTOMOBILE ACCIDENT

Notify Gallagher Bassett Services, Inc. at 844-529-8284 Immediately

	PARISH / SCHOOL / ORGANIZATION	ON:				
	ADDRESS:					
	PHONE #:		E-MAIL:			
	DATE OF ACCIDENT: (MM/DD/YYYY) LOCATION OF ACCIDENT: (INCLUDE CITY / STATE)		TIME OF ACCID	ENT:		
	WERE THE POLICE CONTACTED	?			YES	NO
<u>.</u>	IF YES, WHICH JURISDICTION?		REPT	.#:		
Š N	VEHICLE: YEAR	MAKE	VIN			
VEHICLE	DRIVER:		EMPLOYEE:		YES	NO
M H	PHONE #:		WERE THERE ANY INJURIES?		YES	NO
	IF YES, PLEASE DESCRIBE:	<u> </u>				
	WAS VEHICLE DAMAGED?				YES	NO
	IF YES, DESCRIBE DAMAGE:					
	IS THE VEHICLE DRIVABLE?				YES	NO
	IF NOT, WHERE IS IT LOCATED?					
	OWNER OF OTHER VEHICLE OR	PROPERTY:				
	DRIVER OF OTHER VEHICLE:					
0	INSURANCE CO.:		POLICY NO.:			
) 0	VEHICLE: YEAR	MAKE	PLATE NO.:			
	WAS OTHER VEHICLE DAMAGED	?			YES	NO
VEHICLE	IF YES, DESCRIBE DAMAGE:					
X	WERE THERE ANY INJURIES?				YES	NO
	IF YES, PLEASE DESCRIBE:					
	WITNESSES / PASSENGERS:					
	REPORTED BY:					
	PHONE #:		DATE:			_

REPORT OF AUTOMOBILE ACCIDENT
DESCRIBE WHAT HAPPENED IN YOUR OWN WORDS. (YOU MAY USE DIAGRAMS IF NECESSARY)

REPORT OF INJURY / ACCIDENT

Notify Gallagher Bassett Services, Inc. at 844-529-8284 Immediately

Name:			Sex:			Age:		
If Minor, Name	of Parents/Guardian:							
Home Address:					Hami			
City:	S	State:	Zip Code:		Home Phone: _			
(Check One)	Employee (do not use this for use Worker's Comp form)	www.Volunteer	□ Parishio	oner \square	Visitor		Student	
Date of Injury/A	ccident:							
Location of Injur	ry/Accident							
Description: (He	ow did the injury/accide	nt happen? Plea	se describe in de	tail)				
. ,				•				
Describe Injury:								
First Aid Admini	stered?							
Where Taken:								
Remarks:								
Person Reportir	ng:			Date of Re	port:			
Parish / Org.:			1	Phone No.	:			
Loc. No.:				E-Mail:				

LOSS PREVENTION

Preventative Maintenance

Preventative Maintenance is the single most important loss prevention measure to preserve the value and integrity of buildings, equipment, and grounds and prevent excessive repair or replacement expenditures. Please refer to the <u>Archdiocese of Denver Maintenance Manual</u> for a comprehensive maintenance program for your facility.

Fire Prevention

Portable Fire Extinguishers

Even though your facility may be equipped with an automatic sprinkler system, portable fire extinguishers should also be available for emergency use on small fires or in the interim between discovery of a fire and the functioning of automatic equipment and/or the arrival of professional fire fighters.

Extinguisher Requirements

- In compliance with all State and local codes;
- Approved by a recognized testing laboratory;
- Be the right type for each class of fire that may occur in the area;
- In sufficient quantity and size to protect against the expected exposure in the area;
- Located where they are readily accessible and clearly identified;
- Maintained in operating condition, visually inspected every 30 days, inspected annually and documented by an outside service, and recharged as required;
- Operable by area personnel who are trained to use them effectively.

Extinguisher Types

Portable extinguishers are classified to indicate their ability to handle specific classes or types of fires:

- Class A foam or water for use on wood, textiles, rubbish, and ordinary combustibles;
- Class B foam, dry chemical, or carbon dioxide for use on flammable liquid such as oil, gasoline, paint, and grease;
- Class C carbon dioxide or dry chemical for use on energized electrical equipment;
- Multipurpose dry chemical for Class A, B, and C fires.

Never use a water type extinguisher on live electrical equipment, since you can be electrocuted by the electrical current following the water stream to your body. Also, never use water on a Class B fire since you could splash flaming liquids over a wider area.

Candle Safety

Since candles are an important symbol of the Church and used in Church properties, the following policy must be followed to reduce the chance of fire in your facility:

- If votive candle stands are used, noncombustible material such as glass, tile, stone, marble, or granite should be in place beneath the candle lighting/burning area. If candle stands are positioned over carpet, you need to provide a fire-resistant mat or Plexiglas sheet under the stands to reduce fire and protect the surface underneath from dropped matches or spilled wax;
- Only allow candles purchased by a reputable candle manufacturer to be displayed and lit. Do not allow candles to be brought into church from parishioners or visitors. Many of these candles are improperly made and have been the source of numerous fires;
- Keep candles away from combustible items such as linens, runners, or curtains. Even flowers placed too close to a flame can ignite when they become dry;
- Keep all open flames away from flammable liquids;
- Candles should be placed in double-insulated fire-proof containers or secured by a sturdy non-combustible base/holder;
- Care must be taken in the placement of candles in relation to seating, foot traffic areas, and exits;
- Keep candles free of foreign objects such as matches and wick clippings;
- Ensure matches, lighting sticks and lighters are safely out of the reach of children;
- Provide a non-combustible container filled with sand to extinguish and place matches or lighting sticks;
- Discourage the use of candles in schools and all offices. The only exception should be for religious/prayer purposes in a classroom, but the candle must be extinguished immediately when concluded;
- Keep wicks trimmed to one-quarter inch and extinguish them when they get to within two inches of the holder. Candles should be extinguished before the last half-inch of wax begins to melt;
- Extinguish candles with a snuffer, avoiding burns from hot wax;
- Let candles and holders cool sufficiently prior to moving;
- Never leave a candle burning in an unoccupied room. The only exceptions would be for votive candles and the sanctuary lamp candle. These candles are specifically manufactured to burn until they self-extinguish;
- Never let candles burn for more than four hours at a time. The same exceptions as above apply;
- The flame of a candle should not be closer than three inches to other candle flames;
- No lit candles on live or artificial holiday greenery. Exception: any artificial wreath (i.e. advent wreath must be fire retardant and candles set in a protective container);
- Ensure a 5-pound Multipurpose (Class A, B, and C) dry chemical fire extinguisher is wall mounted near the location of candles.

Extension Cords

Please observe the following guidelines when using extension cords:

- Use extension cords only when necessary and only on a temporary basis;
- Never allow extension cords to run through a walkway or otherwise create a tripping hazard;
- Use polarized cords with polarized appliances;
- Discard old, cracked, worn, or damaged extension cords;
- Buy quality extension cords with safety closures and other safety features;
- Use only three-wire extension cords for appliances with three-prong plugs;
- Never cut off the third prong, which is a safety feature designed to prevent the risk of shock or electrocution;
- Insert plugs fully so no part of the prongs are exposed when in use;
- When disconnecting, pull on the plug rather than the cord to avoid damaging connections;
- Do not place extension cords under rugs or carpets or in any areas where they could be damaged by furniture or foot traffic;
- Check the plug and the body of the extension cord while in use. If the cord feels "hot," this is a warning the cord is defective or the incorrect size and should be replaced;
- Do not use staples or nails to attach extension cords to a baseboard or other surface:
- Do not overload light-duty cords by plugging in appliances which draw more watts than the rating of the cord;
- Use special, heavy-duty extension cords for high wattage appliances such as air conditioners, electric heaters, and freezers, or when used on a permanent basis;
- For outdoor use, use only extension cords approved and labeled for outdoor use.

Building Security

- All exterior doors should be secured with a dead bolt lock with a minimum 1-inch bolt throw and a steel cylinder guard;
- All exterior doors should be of solid construction and a minimum of 1-3/4 inch thick;
- All exterior doors with exposed hinge pins should have non-removable or welded pins;
- All exterior doors with glass panels should use a double cylinder dead bolt lock. When locking from the inside, have a key available if emergency exit is required;
- Glass may be replaced with burglar-resistant glazing such as polycarbonate glazing;
- Door frames should be reinforced by adding shims between the door frame and studs where necessary;
- Reinforced strike plates and boxes must be used with a dead-bolt lock, using screws of sufficient length to reach into the studding;

- Sliding glass doors should be equipped with an auxiliary deadlocking device;
- Provide adequate lighting for the exterior of the building, particularly in areas offering concealment;
- Avoid the placement of any shrubbery, foliage, or decorative items that may offer concealment to a potential burglar.

Winterization

Each year severe winter weather causes millions of dollars-worth of commercial property damage: roofs collapse from weight of snow; sprinkler systems freeze up; pipes break; overheated furnaces and/or temporary heating systems set our buildings on fire, etc. In addition, property losses interrupt the normal course of activities.

Severe "freeze" losses can occur just by windows being left open at unoccupied buildings, and many losses can be prevented if buildings are properly prepared for severe winter weather.

Each building should be inspected on a regular basis, and the Annual Winterization Checklist distributed by Risk Management each year completed in full and returned by the deadline.

Please remember, this is an on-going process during the entire winter.

Vacant or Unoccupied Buildings

The following items need to be addressed for any vacant and/or unoccupied building:

- The building should be well secured. Appropriate locks and lighting should be provided;
- Conduct regular checks on both the exterior and interior of the building to ensure damage or break-in has not occurred;
- If the building will not be heated, whenever possible contact the municipal water supply company and instruct them to shut off the water supply before it enters the building. If this is available, drain the entire system. It is recommended to consult with the water company whether your building's main water valve and any others should remain open;
- If the above situation is not available, the main water supply valve should be turned off. Any exposed piping up to the main valve needs to be appropriately protected. All remaining water in the building needs to be drained. This includes water in piping systems, all bathroom related fixtures and any holding tanks. If any hot water tanks will no longer be utilized or heated, water should be completely drained. Any plumbing or drain traps need to be filled with environmentally friendly antifreeze. If the building is equipped with a fire sprinkler system, whether wet or dry, appropriate measures to drain and secure the system must be taken. Qualified service representatives should be utilized for fire sprinkler system servicing and water removal;
- All electrical breakers should be shut off except those providing security lighting or heating, if any heating units are to remain operating.

Fidelity Control - Employee Dishonesty

Church institutions should implement safeguards designed to avoid "near-occasion" situations that may tempt employees or volunteers to embezzle or mishandle funds.

Separating accounting procedures and providing for employee accountability form the hallmark for several fraud-deterrent controls. These fidelity exposure controls can be implemented in two important areas: cash receipts and cash disbursements.

Follow the particular law and norms of the Archdiocese as expressed in the <u>Pastoral Handbook</u> promulgated on November 2, 2010, Chapter 10: Parish Business Practices Within the Territory of the Archdiocese and Chapter 7: Finance, Administration and Planning – Archdiocese of Denver and Related Ecclesiastical Organizations.

FACILITIES USAGE / RENTAL Sponsored Versus Non-Sponsored

It is first necessary to determine whether an activity or group utilizing parish, school, or ecclesiastical organization facilities is a sponsored or non-sponsored activity or group.

Factors to consider are:

- Does the parish/school/ecclesiastical organization have full control over the group or function?
- Do any of the costs or fees associated with the group or function flow through parish/school/ecclesiastical organization accounts?
- Is the function or group open to all parish/school/ecclesiastical organization members?
- Is the purpose of the function or group to facilitate learning, to raise revenue for the parish/school/ecclesiastical organization, or to provide a social service on behalf of the parish/school/ecclesiastical organization?
- Is the leader, educator, or organizer of the group a parish/school/ecclesiastical organization volunteer or employee?
- Is the group unincorporated?

If the answer to any one of the above questions is "No," then the activity is not sponsored, meaning that the facility user needs to provide insurance which includes both the parish/school/ecclesiastical organization and the Archdiocese of Denver as an Additional Insured.

<u>Some examples of non-sponsored groups</u> include the Knights of Columbus, Boy Scouts of America, Girl Scouts of the U.S.A., or other incorporated entities.

<u>Some examples of non-sponsored activities</u> are wedding receptions; birthday and anniversary parties; family and class reunions; exercise classes; non-parish ministry based recreational sports activities, book clubs, seminars, bridge groups, awards banquets; and, in some cases, parish fundraisers.

Events grounded in the liturgy of the Catholic Church such as wedding ceremonies, funeral masses, and baptisms are considered to be sponsored and do not require Special Events Coverage. Baptism, confirmation, and funeral receptions following the ceremony or mass can be considered sponsored if no alcohol will be served.

Please contact Risk Management if you desire any assistance with differentiating between a sponsored and non-sponsored activity.

Sponsored

If an activity is sponsored, it will usually be covered under the Archdiocesan insurance program.

Compliance with State law, local ordinance, and the <u>Liquor Liability Rules and Regulations</u> [Appendix III.C(1) or Appendix III.C(2)] is required if alcohol is served. Also refer to the following discussion in this section titled "If Alcohol Is Served."

Non-Sponsored

If it is determined that the facilities usage is non-sponsored, there are three options:

- 1) The organization or individual using parish/school/ecclesiastical organization facilities can complete the <u>Facility Usage License Agreement</u> [Appendix III.A(1) or III.A(2)]. Agreements require \$1,000,000 in liability coverage. The liability coverage must name both the parish/school/ecclesiastical organization and the Archdiocese of Denver as an Additional Insured. (See additional requirements below if alcohol is served.)
- 2) As an option to providing their own insurance, individuals or organizations holding single event such as wedding receptions, etc. can utilize the Special Events coverage. (Refer to the following additional requirements if alcohol is going to be served.)
- 3) For other unique or miscellaneous circumstances where 1) or 2) above are not applicable, please refer to the subsection titled *Adult Hold Harmless/Indemnity* on page III.3 of this Manual.

If Alcohol Is Served

With the introduction of liquor into any event, significant liability exposure exists. Colorado law prohibits the sale of alcoholic beverages without a license to do so. The admission charge to an event should be the same for all attending without regard to whether or not they consume any alcoholic beverages. Contact GGB.ArchdioceseDenver.Risk@ajg.com for further information if you are unsure whether an event requires a special permit to serve alcoholic beverages.

If an outside group is allowed to serve alcohol at a non-sponsored event, the following is also required:

- Obtain the necessary state liquor permit if liquor or drink tickets are sold.
- Provide the group with a copy of the <u>Liquor Liability Rules and Regulations</u> [Appendix III.C(1) or Appendix III.C(2)];
- The group must sign the <u>Consent for Consumption of Alcohol Addendum</u> [Appendix III.B(1) or III.B(2)];
- The group must provide evidence of host liquor liability insurance coverage, which is usually provided under standard general liability insurance policies. If the group utilizes a caterer or bartender service, then it must provide evidence of the vendor's Liquor Liability Insurance. Liquor Liability Insurance is either purchased as an add-on to the general liability policy or as a separate liability insurance policy specifically for businesses that sell, serve, or facilitate the purchase of alcohol.

SPECIAL EVENT COVERAGE

What It Is

Special Event Insurance is General Liability insurance coverage available to an individual or organization to comply with the insurance requirements necessary for using parish/school/ecclesiastical organization facilities for a non-sponsored one-time event. This coverage is not necessary if the event is sponsored, or if the individual or organization is able to provide evidence of their own liability insurance in an amount of at least \$1,000,000.

Coverage is available after acceptance of a completed application by the insurance company.

When To Use It

Refer to the discussion regarding Sponsored Versus Non-Sponsored on page III.1.

ADULT HOLD HARMLESS/INDEMNITY

Ideally, individuals utilizing parish, school, or ecclesiastical organization premises for activities that are neither sponsored nor affiliated should be providing a certificate of insurance naming both the parish/school/ecclesiastical organization and the Archdiocese of Denver as an Additional Insured. However, in certain instances when groups or individuals do not have insurance, the <u>Voluntary Release Form: Assumption of Risk and Indemnity Agreement</u> [Appendix III.D(1) or III.D(2)] can be used. This Release Form has not been designed to be a replacement for insurance but has been developed only for certain situations. Specifically, it <u>must</u> be utilized for the following situations that are often encountered:

- 1. Adult Athletic Participation - Adults who use or rent the parish or ecclesiastical organization gym for non-sponsored basketball, volleyball, or like activity must sign the Release Form. It is not adequate to have one representative of a sports group sign an agreement. Each individual must sign a Release Form for the contracts to be valid. Please note that a new form does not have to be obtained for each usage of the gym is being utilized on а seasonal basis. Instead, parish/school/ecclesiastical organization may obtain one signed Release per individual, per season.
- 2. <u>Craft Fairs</u> Considering that a parish/school/ecclesiastical organization craft fair usually involves a large number of craft vendors, it is impossible to obtain a certificate of insurance from each vendor. Instead, the Release Form should be distributed with the craft vendors' registration material for the vendor to sign. A craft vendor who does not sign the Release should not be allowed to participate in your parish/school/ecclesiastical organization craft fair.
- 3. Other Small Groups In rare instances, the Release Form can be used for very small groups that do not have liability insurance. Similar to the adult athletic participation, in these cases a Release must be obtained from each individual of each group who utilizes parish/school/ecclesiastical organization facilities. When dealing with large groups, it is not feasible to have each group member sign a Release. Considering this, large groups must sign the <u>Facility Usage/Indemnity Agreement</u>, which requires insurance.

The <u>Voluntary Release Form: Assumption of Risk and Indemnity Agreement</u> is a legal contract between your parish/school/ecclesiastical organization and the individual who signs the form. The Release will effectively bar the signer of the Agreement from making a claim against the parish/school/ecclesiastical organization. Please note that the Release is only valid when the signer is at least 18 years of age. You should not alter it in any way since an alteration could result in nullifying its legality. Original copies of signed Release Forms should be kept in your files for 10 years. Injuries and accidents are often not promptly reported, necessitating the need for original copies to be maintained.



FACILITY USAGE LICENSE AGREEMENT

Return Completed Form to Parish/School/Ecclesiastical Organization

1.	General Information
Parish/S	School/Organization ("Licensor"):
	n and brief description of the land and/or building(s) to be used (the Property"). If only certain areas of the y may be used, description of those areas:
Name, a	address and phone number of person or organization that will use the Property ("Licensee"):
Number	r of people attending:
Activity	for which the Property will be used (the "Activity"):
Furnitur	re, equipment and supplies of Licensor which may be used in conjunction with the Activity:
Party (L	Licensee or Licensor) responsible for clean-up of the Property after the Activity:
Date an	nd beginning and ending times that Property will be used (the "License Period"):
2.	Grant of License
	ensor hereby consents to entry upon the Property by Licensee for the purpose of engaging in the Activity during ense Period.
3.	Scope of License
	a. This license does not permit entry into any areas not described above, and expressly prohibits entry into the following areas:



- b. This license is solely and exclusively for the purpose of engaging in the Activity. Licensee may conduct activities reasonably incidental to the Activity, provided that Licensee shall not: alter or destroy any foliage on the Property (except as may be stated in the Activity); alter or destroy any furniture, fixtures, equipment or supplies of Licensor; alter or destroy any improvements on the Property, or the Property itself; improve the Property; or in any other way alter the condition of the Property such that the alteration may remain after the expiration of the License Period. The Property must be restored by the end of the License Period to the condition in which it existed immediately before the commencement of the License Period, except to the extent of any clean-up for which Licensor is responsible.
- c. Licensee may be accompanied by members or guests numbering no more than the "number of people attending" stated above.
- d. This license is revocable by Licensor at any time, with or without notice.
- e. This license neither constitutes nor accompanies an interest in the Property.
- f. This license is not assignable in whole or in any part.

4. <u>Charges and Deposits</u>

a. The Lice be refur	In consideration of the grant of this license, Licensee agrees to pay to Licensor a License Charge. ense Charge shall be \$, which shall be paid in advance, and shall not indable.
b. provisio	Without affecting the rights and responsibilities of the parties hereto contained in any other n of this license, it is hereby agreed that
[Licenson pursuan	or or Licensee] shall be responsible for clean-up of all parts of the Property used by Licensee at to this license, except that [Licensor or Licensee] responsible for cleanup of
	[room or part of Property to be cleaned by party not responsible for general clean-up]
	i. Any clean-up for which Licensee is responsible shall be completed during the License Period. To the extent that Licensee is responsible for clean-up, any uncleanliness which remains beyond the License Period shall be deemed to be damage, covered by Paragraph 4.c. below. Any uncleanliness which remains beyond the license Period, and which Licensor determines in its sole discretion cannot be cleaned by ordinary means, shall be deemed to be damage, covered by paragraph 4.c. below.
	ii. In consideration for Licensor's responsibility, if any, for clean-up, Licensee hereby agrees to pay to Licensor a Clean-up Charge. The Clean-up Charge shall be \$, which shall be paid in advance and shall not be refundable.
c. \$	Licensee hereby agrees to submit to Licensor, in advance, a Damage Deposit in the amount of, as security for the occurrence of any damages described in Paragraph 5.a below.
	i. Except as provided below, Licensor shall refund the Damage Deposit to Licensee within 10 business days of the conclusion of the License Period.

Upon the occurrence of any damages described in Paragraph 5.a., Licensor shall be

permitted to use all or part of the Damage Deposit in an amount Licensor deems to be necessary for

repair of the damages or replacement of the items(s) damaged.

ii.



- iii. Licensor's refund of the Damage Deposit shall not be construed as an assertion by Licensor that damages described in Paragraph 5.a. have not occurred and shall not limit Licensor's rights or remedies under this license, or under any provision of law.
- iv. Licensor's use of the Damage Deposit as provided above shall not limit Licensor's rights or remedies under this license, or under any provision of law.

5. Release

- a. The above-named LICENSEE agrees to defend, protect, indemnify and hold harmless the above-named LICENSOR against and from all claims arising from the negligence or fault of the above-named LICENSEE or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified ACTIVITY at the above-named PROPERTY.
- b. LICENSEE agrees to provide a certificate of insurance to the LICENSOR, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. LICENSEE also agrees to have the LICENSOR named as an "Additional Insured" on its general liability policy for the LICENSE PERIOD in relationship to the ACTIVITY for claims which arise out of LICENSEE'S operations or are brought against the LICENSOR by LICENSEE'S employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. LICENSEE also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against the LICENSOR.
- c. If and only if LICENSEE fails to comply with the above (second) paragraph, then the above-named LICENSEE agrees to protect, defend, hold harmless and fully indemnify the above-named LICENSOR for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified LICENSE PERIOD that is brought against the LICENSOR by the above-named LICENSEE or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the LICENSOR, its employees or agents, or the negligence of any other individual or organization. If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

6. Compliance with Law

Licensee and its members and guests shall comply with all applicable local, state and federal laws during use of the Property.

7. <u>Alcoholic Beverages</u>

	•	s on the Property is prohibited unless a sed and attached to this agreement.	signed Consent for
Dated this	day of		
LICENSOR		LICENSEE	
By:Authorized Age	nt	_ By:Authorized Agent	



ACUERDO DE LICENCIA PARA USO DE LA FACILIDAD FACILITY USAGE LICENSE AGREEMENT

Favor de volver la forma de parroquia/escuela/organización eclesiastico

1. <u>Información General</u>
Parroquia/Escuela/Entidad (Licenciador):("Licenciador" se entiende que incluye la Arquidiócesis de Denver)
Ubicación y breve descripción de la tierra y/o edificio(s) a ser usados (la "propiedad"). Si sólo algunas áreas de la propiedad serán utilizadas, describir esas áreas:
Nombre, dirección y número telefónico de la persona u organización que utilizará la Propiedad ("Licenciado"):
Número de participantes:
Actividad a realizarse dentro de la Propiedad:
Muebles, equipo y materiales del Licenciador que han de ser utilizados en dicha actividad:
Persona responsable de limpiar la Propiedad luego de finalizada la actividad:
Fecha y horas de inicio y final en que la propiedad será utilizada:
2. <u>Otorgamiento de Licencia</u>
El Licenciador por la presente otorga la entrada a la propiedad por el Licenciado con el propósito de realizar la actividad durante el periodo de Licencia.
3. Alcance de la Licencia
a. Esta licencia no permite la entrada a ningún área que no haya sido descrita en la parte superior y prohíbe expresamente la entrada a las siguientes áreas:



- b. Esta licencia es única y exclusivamente para el propósito de la actividad. El Licenciador puede realizar actividades razonablemente imprevistas relacionadas con la actividad, siempre y cuando que el Licenciador no altere o destruya follaje alguno de la propiedad (excepto si se afirma algo diferente en la actividad), altere o destruya muebles, elementos de la propiedad, equipo o material del Licenciador, altere o destruya mejoramiento alguno de la propiedad o la propiedad en sí misma, o altere en ninguna otra forma la condición de la propiedad al terminar el periodo de la Licencia. La propiedad debe ser restaurada al finalizar el periodo de la Licencia de manera que quede en las mismas condiciones que existían inmediatamente antes del inicio del periodo de la Licencia, excepto en todo aquella limpieza que es responsabilidad del Licenciador.
 - c. El Licenciado puede ser acompañado por los miembros o invitados no excediendo el "número de personas participantes" indicado anteriormente.
 - d. Esta licencia es revocable en cualquier momento por el Licenciador con o sin noticia alguna.
 - e. Esta licencia no constituye o acompaña un interés en la propiedad.
 - f. Esta licencia no puede ser asignada en su totalidad o parte alguna.

4. <u>Cargos y depósitos</u>

a. El cargo s	En consideración por el otorgamiento de esta licencia, el licenciado acuerda pagar al Licenciador un Cargo. será \$ el cual deberá ser pagado por
adelantad	do y no es reembolsable.
o. oresente impiar to	Sin afectar los derechos y responsabilidades de ninguna de las personas indicadas en esta licencia, por la se acuerda que (Licenciador o Licenciado) será responsable de das las áreas de la propiedad utilizadas por el licenciado concerniente con esta licencia, excepto el
	(Licenciador o Licenciado) será responsable de limpiar
	(ambiente o parte de la propiedad que será limpiada por la persona no responsable por la limpieza general)
	(ambiente o parte de la propiedad que será limpiada por la persona no responsable por la limpieza general)
	i. Toda limpieza de la cual es responsable el Licenciado será completada durante el periodo de licencia. En la medida que el Licenciado es responsable por la limpieza, toda área que no haya sido limpiada que permanezca sucia luego de finalizado el periodo de licencia será considerado como daño a la propiedad indicado en el párrafo 4c que prosigue. Toda suciedad que permanezca luego de finalizado el periodo de licencia y que el Licenciador considere que no puede ser limpiado con medios ordinarios, será considerado como daño a la propiedad, indicado en el párrafo 4c. que prosigue.
	ii. En consideración a la responsabilidad del Licenciador, si alguna, de limpieza, el licenciado aquí certifica estar de acuerdo en pagar un cargo por limpieza al Licenciador. El cargo de limpieza será de \$ que será pagado por adelantado y no será reembolsable.
c. que suma	El licenciador aquí certifica estar de acuerdo en entregar por adelantado al licenciador un depósito por daños a \$ como seguridad contra cualquier daño descrito en el siguiente párrafo 5a.
	i. el licenciador devolverá el depósito de daño dentro de 10 días útiles después de finalizado el periodo de licencia.
	ii. Si ocurriesen cualquier daño descrito en el párrafo 5a, el licenciador podrá utilizar todo o parte del depósito de daño en el monto que el licenciador crea necesario para reparar los daños o reemplazar los elementos dañados.

El reembolso del licenciador del depósito de daño no será interpretado como una afirmación de

El uso del depósito de daño por el Licenciador como se describe en la parte superior no limitará los

parte del Licenciador que los daños descritos en el párrafo 5a no han ocurrido, y no limitarán los derechos del

derechos o soluciones del Licenciador dentro de esta licencia o dentro de cualquier provisión de ley.

Licenciador o soluciones dentro de esta licencia o dentro de toda provisión de ley.



5. Dispensación

- a. El licenciador aquí certifica que asume toda responsabilidad por el riesgo de todo daño o accidente que pueda ocurrir dentro de la propiedad durante todo el periodo de esta licencia incluyendo pero no limitándose a accidentes a miembros o invitados del licenciador; alteraciones como las descritas en el párrafo superior 3b, accidentes o daños a personas o propiedad sufrido fuera de la propiedad pero como resultado de actividades pertinentes a esta licencia. El licenciador aquí certifica dispensar al Licenciador y sus oficiales, agentes, empleador y voluntarios de toda responsabilidad por cualquiera de dichos accidentes o daños ya sea causados con o sin falta por la Arquidiócesis de Denver, la Parroquia/Escuela/Entidad o cualquiera de sus agentes, servidores o empleados.
- b. El Licenciado esta de acuerdo en proveer un certificado de seguro al Licenciador, que provea evidencia de covertura general de no menor de un millón de dólares (\$1,000,000) por accidente. Licenciado también acuerda nombrar al Licenciador como un "asegurado adicional" en su cobertura general por el periodo de licencia en relación a la actividad para reclamos que surjan fuera del alcance del Licenciado o se hacen en contra del Licenciador por empleados agentes, afiliados, miembros de familia, alumnos, clientes, encargados, invitados, miembros del comité organizador o asociados del licenciado. El Licenciado también acuerda garantizar que su seguro será primordial en el evento de cubrir un reclamo o causa de acción en contra del Licenciador.
- c. Solo y tan solo si el Licenciador falla en cumplir con el párrafo anterior (tercero), entonces el Licenciado nombrado anteriormente acuerda en proteger, defender, considerar inocente y dispensar totalmente al Licenciador nombrado anteriormente de cualquier reclamo o causa de acción que haya surgido de o tenga relación con el uso que tenga lugar dentro del periodo de licencia mencionado anteriormente que se alce en contra del Licenciador por el Licenciado o alguno de sus empleados, agentes, afiliados, miembros de familia, estudiantes, clientes, encargados, invitados, miembros del comité organizador o asociados, incluso si esos reclamos surgen de la supuesta negligencia del Licenciador, sus empleados, o agentes, o la negligencia de cualquier otro individuo o organización. Si cualquiera de estas oraciones o párrafos del acuerdo se toman como no validas, se acuerda que el balance se continuara en toda su vigencia y efecto.

6. <u>Conformidad con la Ley</u>

El Licenciado y sus miembros e invitados deben de cumplir con toda ley local, estatal y federal que se aplique durante el uso de la propiedad.

7. Bebidas alcohólicas Ausente el consentimiento escrito del Licenciador, posesión o consumo de bebidas alcohólicas esta terminantemente prohibido. Fecha del presente documento LICENCIADOR LICENCIADO Por: Por: Por:

Agente autorizado

Agente autorizado



CONSENT FOR CONSUMPTION OF ALCOHOL ADDENDUM

Return Completed Form to Parish/School/Ecclesiastical Organization

This Consent contains terms de	efined in the License Agree	ement between	
		, the A	rchdiocese of Denver ("Licensor"),
[Parish/School/	Organization]		
and			("Licensee")
[Name Of Person	on Or Organization That Will Use	The Property]	
			, (the "Licensonsent that they have in the Licensons
	s entering the Property p	ursuant to the Licens	he time period stated in the License se Agreement who are not visibly
	icensor's Liquor Liability	Rules and Regulatior	and all members, guests, invitees (attached). Failure to fulfill this Elicense Agreement.
The Consent is valid only if par	agraph (5.b.) of the License	e Agreement is comp	ied with.
license to do so. Licensee agrethat any admission charge will	es that there will be no cha be the same for all attendin agrees that no alcoholic be	arge for any alcoholic l g, without regard to w everages will be serve	e of alcoholic beverages without a beverages to be served and agrees hether they consume any alcoholic d to any visibly intoxicated person
Name of Bartender:			
Dated this day	[,] of	,	
LICENSOR		LICENSEE	
_		_	
By: Authorized Agent (Print Na		By:	Agent (Print Name)
Authorized Agent (Fillit Na	inoj	Authorized	r Agent (Fillit Maille)



CONSENTIMIENTO PARA EL CONSUMO DE ALCOHOL CONSENT FOR CONSUMPTION OF ALCOHOL

Favor de volver la forma de parroquia/escuela/organización eclesiastico

Este consentimiento contiene términos definidos en	la licencia de acuerdo entre
	, la Arquidiócesis de Denver ("Licenciador "),
[Parroquia/Escuela/Entidad]	
y (Nombre de la persona u organización qu	("Licenciado")
(Nombre de la persona u organización qu	e utilizară la Propiedad)
con fecha, (La definiciones para el propósito de este consentimient	licencia de acuerdo). Dichos términos tienen las mismas o que las que aparecen en la licencia de acuerdo.
•	nsumo de alcohol en la Propiedad durante el periodo establecido propiedad y que por acuerdo de la licencia no están visiblemente edores habituales.
e invitados a seguir las reglas y regulaciones de las	do a la estricta adherencia por el licenciador y todos sus miembros responsabilidades sobre el licor del Licenciado (ver anexo). El no entimiento y será juzgado como una trasgresión material de la
El consentimiento es valido solo si el párrafo (5c.) de	e la licencia de acuerdo es observado.
hacerlo. El licenciado esta de acuerdo en no cobrar el mismo monto a todo participante sin considerar	Colorado prohíbe la venta de bebidas alcohólicas sin licencia para por las bebidas alcohólicas que se servirán y acuerda en cobrar que consuma o no bebidas alcohólicas. Además, el licenciado ersonas que estén visiblemente intoxicadas, toda persona menos
Nombre del que atiende la barra	
Fecha:,,	
ARRENDATARIO	ARRENDADOR
Por:Agente autorizado	Por:Agente autorizado
Agente autorizado	Agente autorizado



LIQUOR LIABILITY RULES AND REGULATIONS

- 1. Liquor should only be dispensed by a person experienced in operating a liquor bar. Those who are serving alcohol should **not** consume alcoholic beverages prior to or during the time they are serving alcohol.
- 2. Liquor should never be served to an individual who is under the age of 21, anyone visibly intoxicated, or any habitual drunk.
- 3. The individual who is dispensing drinks should only serve one drink at a time. The drink must be consumed before another drink may be served.
- 4. Only single drinks adhering to the following standards should be served: no more than 1 oz. of whiskey in a highball, cocktail or mixed drink; 12 oz. of beer as a maximum and no more than 4-5 oz. of wine per serving. No "doubles" should be served.
- 5. Food must be constantly served throughout the event that is taking place. Alcoholic beverages should **not** be distributed during an event at which a meal or buffet is not provided.
- 6. All individuals should be carefully observed throughout the event to ascertain they are eating and not just drinking. Some behavioral characteristics of one "under the influence" of alcohol may include: 1) slurred speech; 2) staggering; 3) stumbling; or 4) poor motor-skill coordination.
- 7. Every precaution should be taken to ensure that no alcoholic beverages are brought into the event. The only alcoholic beverages to be consumed are those distributed under the guidance and control of the staff members of the event.
- 8. A plan devised to accommodate an individual who has had too much to drink should include:
 - a. Alternative methods of transportation home after the event;
 - b. A method to stop an individual's further consumption of alcohol.
- 9. At least 1 to 1-1/2 hours before the event concludes, the bar should be closed, and no alcohol made available to the individuals present at the event.
- 10. In this final 1 to 1 1/2 hour time period, coffee and food should be made available and those present encouraged to remain and eat. Coffee and food will not help those individuals who have over imbibed, but the time will help.
- 11. No one should be permitted to drive a motor vehicle who displays the behavior of one who is under the influence of alcohol. In the event one cannot be prevented from driving, immediate notice should be made to the local police agency, County Sheriff or Colorado State Patrol. Indicate the name of the driver, vehicle description, and route of travel or destination if known.
- 12. Any violations of these regulations shall cause the organizers of the event to immediately cease the serving of any further alcoholic beverages to anyone.



- 13. Permission to serve alcoholic beverages should be granted only in individual cases by the pastor. Those organizing an event at which alcohol is to be served shall indicate beforehand how these regulations are to be observed and who shall be responsible.
- 14. Colorado law prohibits the sale of alcoholic beverages without a license to do so. The admission charge to an event should be the same for all attending without regard to whether or not they consume any alcoholic beverages. Contact Risk Management for further information if you are unsure whether an event requires a special permit to serve alcoholic beverages.
- 15. Consideration should be given to posting signs similar to the message below at any event where alcohol is served:

REMEMBER:

FOR EVERYONE DRINK YOU CONSUME, REGARDLESS OF THE TYPE OF DRINK IT MAY BE (12 oz. of beer, 4-5 oz. of wine or 1 – 1 1/2 oz. of whiskey), IT WILL TAKE AT LEAST ONE HOUR FOR THAT DRINK TO BE ELIMINATED FROM YOUR SYSTEM.



REGLAS Y REGLAMENTOS DE RESPONSABILIDAD POR LICOR

- 1. El licor sólo lo entregará una persona con experiencia en la operación de un bar de licores. Quienes sirvan alcohol NO consumirán bebidas alcohólicas antes o durante el tiempo en el que sirvan alcohol.
- 2. Nunca debe servirse licor a personas menores de 21 años, a cualquiera que esté visiblemente intoxicado o a cualquier ebrio habitual.
- 3. Las personas sirviendo bebidas sólo deben servir una bebida a la vez. La bebida debe consumirse antes de servir otra.
- 4. Sólo se servirán bebidas sencillas que se adhieran a los siguientes estándares: No más de 1 onza de whiskey en un vaso largo, coctel o bebida mixta; 12 onzas de cerveza es el máximo y no más de 4 a 5 onzas de vino por servida. No se servirán "dobles".
- 5. Se debe servir comida constantemente a lo largo del evento que se realiza. NO se deben servir bebidas alcohólicas durante un evento donde no se ofrezca una comida o un buffet.
- 6. Se observará con atención a todas las personas a lo largo del evento para asegurar que están comiendo y no sólo bebiendo. Algunas conductas características de alguien "bajo la influencia" del alcohol pueden incluir: 1) habla forzada, 2) tambaleo, 3) tropiezos, o 4) poca coordinación de habilidades motrices.
- 7. Se debe tomar toda precaución para asegurar que no se introduzca ninguna bebida alcohólica al evento. Las únicas bebidas alcohólicas a consumirse son aquellas distribuidas bajo la guía y control del personal del evento.
- 8. Un plan ideado para tratar a una persona que ha bebido demasiado debe incluir:
 - a. Métodos alternativos de transporte a casa luego del evento.
 - b. Un método para detener que la persona consuma más alcohol.
- 9. El bar debe cerrar al menos de 1 a 1 1/2 horas antes de que concluya el evento, y no se debe facilitar más alcohol a las personas presentes en el evento.
- 10. Durante este período final de 1 a 1 1/2 horas, se pondrá a disponibilidad de los presentes café y alimentos, y se les exhortará a quedarse y comer. El café y la comida no ayudarán a aquellas personas que hayan bebido demasiado, pero el tiempo lo hará.
- 11. No se debe permitir a nadie conducir un vehículo automotor si dicha persona muestra la conducta de alguien bajo la influencia del alcohol. En caso de que no se pueda impedir que conduzcan, se debe notificar de inmediato a la agencia policíaca local, al Sheriff del condado o a la Patrulla Estatal de Colorado. Indique el nombre del conductor, descripción del vehículo y ruta de viaje o destino si se conocen.
- 12. Cualquier infracción a estos reglamentos ocasionará que los organizadores del evento dejen de servir inmediatamente cualquier bebida alcohólica a cualquier persona.



- 13. El permiso para servir bebidas alcohólicas sólo debe otorgarlo el pastor en casos individuales. Quienes organizan el evento donde se sirve alcohol indicarán de antemano cómo deben seguirse estos reglamentos y quién será responsable.
- 14. La ley de Colorado prohíbe la venta de bebidas alcohólicas sin licencia para tal fin. El costo de admisión a un evento debe ser el mismo para todos los asistentes sin importar si consumirán o no bebida alcohólicas. Contacte a Administración de riesgos para obtener más información si no está seguro(a) si un evento requiere de un permiso especial para servir bebidas alcohólicas.
- 15. Se debe considerar colocar avisos similares al siguiente en cualquier evento donde se sirva alcohol:

RECUERDE:

POR CADA BEBIDA QUE CONSUMA, SIN IMPORTAR SU TIPO (12 onzas de cerveza, 4 a 5 onzas de vino o 1 – 1 1/2 onzas de whiskey), SU SISTEMA SE TARDARÁ AL MENOS UNA HORA EN ELIMINAR DICHA BEBIDA.



VOLUNTARY RELEASE FORM ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Return Completed Form to Parish/School/Ecclesiastical Organization

PARISH/SCHOOL/ORGANIZATION:(Understood to include the Archdiocese of Denver)
ACTIVITY PARTICIPANT OR FACILITY USER:
DATES OF ACTIVITY OF USAGE:
TYPES OF ACTIVITY OR USAGE:
The above-named Activity Participant or Facility User agrees to defend, protect, indemnify and hold harmless the above-named Parish/School/Organization against and from all claims arising from the negligence or fault of the above-named Activity Participant or Facility User or any of their agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above-named Activity or Usage at the above-named Parish/School/Organization.
Additionally, the above-named Activity Participant or Facility User agrees to protect, defend, hold harmless and fully indemnify the above-named Parish/School/Organization for any claim or cause of action whatsoever arising out of the above-mentioned Activity or Usage which takes place during the above-identified Date(s) of Activity or Usage that is brought against the Parish/School/Organization by the above-named Activity Participant or Facility User or their family members whether such claim arises from the alleged negligence of the Parish/School/Organization, its employees or agents or Activity Participant or Facility User's negligence. If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full force and effect.
I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND I ASSUME ALL RISK INHERENT IN THIS ACTIVITY. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THESE PROVISIONS.
SIGNED BY:
NAME: (Print):
DATE:,



FICHA DE DISPENSACIÓN VOLUNTARIA CONJETURA DE RIESGO Y ACUERDO DE COMPENSACIÓN VOLUNTARY RELEASE FORM

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Favor de volver la forma de parroquia/escuela/organización eclesiastico

PARROQUIA/ESCUELA/ENTIDAD:
(Incluyes la Arquidiócesis de Denver)
ACTIVIDAD, PARTICIPANTE O USO DE LOCAL:
FECHAS DE USO DE LOCAL:
TIPOS DE ACTIVIDAD A REALIZARSE:
La actividad, participante o uso de local mencionado en la parte superior acuerda en defender, proteger, asegurar y sostener no culpable a la parroquia/escuela/entidad mencionada en la parte superior de todo reclamo que pueda surgir por negligencia o falla de la actividad, participante o uso de local arriba mencionado o alguno de sus agentes, familia, oficiales, voluntarios, ayudantes, socio, miembros del comité organizador o asociados que pueda surgir de la actividad antes mencionada o por el uso del local en la parroquia/escuela/entidad mencionada en la parte superior.
Además, la arriba mencionada actividad, participante, o uso de local, acuerda en proteger, defender, sostener no culpable e indemnizar totalmente la arriba mencionada parroquia/escuela/entidad por cualquier reclamo o causa de acción, cualquiera que sea, que surja de la actividad o uso de local mencionada arriba que tuvo lugar dentro de la fechas mencionadas que pueda sentarse en contra de la parroquia/escuela/entidad por la actividad, participante y uso del local arriba mencionado o sus familias ya sea si surge por la supuesta negligencia de la parroquia/escuela/entidad, sus empleados o agentes o por negligencia de la actividad, participante, o uso de local. Si cualquier porción de este acuerdo se encuentra inválido, se acuerda que en balance se continuará en toda su vigencia y efecto.
HE LEIDO ESTE DOCUMENTO Y ENTIENDO QUE ES LA DISPENSACION DE TODO RECLAMO. ENTIENDO Y ASUMO TODOS LOS RIESGOS INHERENTES EN ESTA ACTIVIDAD. YO FIRMO VOLUNTAREAMENTE EVIDENCIANDO MI ACCEPTACION DE ESTAS PROVISIONES.
FIRMADO POR:
NOMBRE:
DATE:

GUIDELINES FOR FESTIVALS

The following safety and insurance guidelines are designed to assist festival committees in the planning and management of festivals. These guidelines focus on safety recommendations to reduce or prevent the most common claims associated with festivals. There is additional information available on specific festival safety issues. Please feel free to contact GGB.ArchdioceseDenver.Risk@ajg.com to request additional information or receive a clarification on

Festival Supervision

items in this Manual.

Good planning and supervision are the foundations of a successful festival. A festival chairperson who is responsible for communicating all policies and procedures to festival workers should be appointed. In addition to a festival chairperson, each operational area of a festival should have a supervisor. As with the festival chairperson, the supervisor's responsibility will be to alert festival workers of policies and procedures. It is strongly recommended that written guidelines be developed for the operation of festivals and be handed out to all volunteer supervisors and workers. Many problems occur at festivals when policies and procedures are not formalized and communicated to the proper individuals.

<u>Certificates Of Insurance And Vendor Agreement</u>

The <u>Festival Vendor Hold Harmless/Indemnity Agreement</u> [Appendix IV.A(1) or Appendix IV.A(2)] should be signed by vendors who provide services at festivals. The agreement must be signed by the following types of festival vendors:

- 1. Ride and game vendors
- 2. Tent companies
- 3. Security companies
- 4. Suppliers of large quantities of food
- 5. Vendors who provide medical services

The <u>Festival Vendor Hold Harmless/Indemnity Agreement</u> requires the festival vendor to provide the parish/school/ecclesiastical organization with a certificate of insurance documenting general liability coverage in the amount of two million (\$2,000,000) dollars per occurrence. The certificate of insurance must name both the parish/school/ecclesiastical organization and the Archdiocese of Denver as an Additional Insured. It is not adequate to obtain a certificate of insurance from a festival vendor which only names the parish/school/ecclesiastical organization as a "Holder of Certificate."

Contract Review Policy

It is very important to read a contract before signing it. It is equally important to understand what the contract says. For this reason, there is a contract review policy: contracts a festival chairperson is considering signing that contain hold harmless, indemnity, or similar insurance wording must be reviewed by Risk Management. In the past, there have been many contracts relating to festivals which have contained very unfavorable wording. <u>Most of the unfavorable contracts contained hold harmless and indemnity wording that required the parish/school/ecclesiastical organization to pay for any type of claim which happened during the festival. Since the insurance program does not cover every type of claim that ever</u>

happens, these contracts put the parish/school/ecclesiastical organization assets at risk. Another type of unfavorable contract is a contract requiring the parish/school/ecclesiastical organization to be responsible for any damage that occurs to equipment which is rented. In these instances, the parish/school/ecclesiastical organization has agreed to pay for damage to the equipment regardless of how it happens, even if the damage was due to natural causes such as wind or lightning. The insurance program does not provide automatic insurance coverage for another organization's property. A festival chairperson should never sign a contract which contains wording as described above. It is only acceptable to accept responsibility for claims or property damage for which the parish/school/ecclesiastical organization would be legally responsible for in the absence of the contract. Remember that no matter how small a contract may be, if it contains unfavorable hold harmless, indemnity or reimbursement language, the parish/school/ecclesiastical organization is risking severe financial burden if a liability claim or property damage occurs. To ensure that there is adequate time to review a contract, please allow at least ten (10) business days for review. For those instances when signing a contract before it has been approved is a necessity, write on the contract, "This contract is contingent upon the approval of our insurance company representative". This will allow you to void the contract if necessary.

Safety On Festival Grounds

Most claims associated with festivals result from trips, slips and falls on the festival grounds. Many of these accidents can easily be prevented with proper planning and periodic inspections of the grounds during the festival. Below we have identified some common physical safety hazards at festivals, along with suggestions to alleviate the safety hazard and greatly reduce parish/school/ecclesiastical organization liability in the event of an accident:

- Electrical Cords and Hoses Electrical cords and hoses in walkways present a common trip hazard at festivals. Vinyl cord and hose protectors should be used to combat these trip hazards and reduce the parish/school/ecclesiastical organization liability. Other ways of dealing with these trip hazards are taping or tacking down the loose cords and hoses or placing orange cones at either end of a cord or hose extending across a walkway to identify its presence by making it more obvious.
- <u>Lighting</u> As the majority of festivals extend into the evening hours, adequate lighting is essential to reduce the parish/school/ecclesiastical organization liability in the event of an evening fall. The festival grounds should be well lit, as well as provided parking areas. Temporary lighting may need to be installed to ensure adequate lighting.
- Tent stakes and Ropes Tent stakes and ropes should be marked with orange flags to identify their presence. In the event that an individual trips over a tent stake or rope, the presence of an orange flag will greatly reduce the parish/school/ecclesiastical organization liability.
- Debris On Grounds Many accidents occur when people slip on food or litter while on festival grounds. Although it is difficult to completely eliminate this problem, plenty of trash receptacles should be provided. These receptacles should be periodically emptied to ensure that festival patrons have an area to discard litter. In addition to providing trash receptacles, the grounds should be periodically inspected and cleaned where needed to make sure undesirable amounts of litter are not accumulating on the grounds.

Security

Festivals need a security plan. Formal security is necessary, since festivals deal with large amounts of money, high volumes of people, and alcohol. It is highly recommended that local law enforcement should be notified, and professional security rental agencies be utilized. When hiring private security, be sure to check references and verify that you have hired a reputable security company. Once a security company is hired, allow the company to manage and supervise their own employees. Remember that the security company is a professional organization with experience in providing security at events. When confrontations between festival patrons occur, allow security personnel to handle these types of situations. Festival volunteers are not trained to deal with these types of situations and in many cases makes the situation worse. The parish/school/ecclesiastical organization can be held liable in cases where a festival worker attempting to break up a fight inadvertently causes an injury. Security during non-festival hours is as important as security during festival hours. During time periods when the festival is not operating, vandalism and theft can occur on festival grounds. For this reason, it is highly recommended that security guards be used during non-festival operating evening hours. In addition to private security, lighting is very important. Lighting should be maintained as a security measure even when the festival is not operating. The presence of night security guards and lights will greatly deter potential vandals and thieves.

Parking

Parking is a concern for festivals. Similar to the actual festival grounds, injuries can occur in parking areas. Additionally, vehicles can be damaged, broken into, or stolen. Adequate lighting is perhaps the most important component for a safe parking lot. Oftentimes, temporary lighting is needed to provide adequate lighting in a field or paved area that is not normally used during evening hours but will be used for parking during a festival. Another concern is whether or not the parking area is level. Although vehicles are not usually damaged from an uneven surface, an even surface is necessary to ensure that people do not trip and fall while walking to and from their vehicles. Although you can attempt to provide a well-lit parking lot, you cannot guarantee that a vehicle will not be vandalized or stolen. For this reason, posting signs at the entrance to lots indicating, "The festival will not be responsible for damaged or stolen vehicles" is recommended. Parking space must be made available for handicapped and emergency vehicles. Additionally, there must be access routes to and from the festival and through parking lots for emergency vehicles to travel. When planning your festival, keep in mind that the fire department, police, or an ambulance service may need access to your festival if an emergency occurs.

Medical Services

As injuries do occur at festivals, it is very important that medical services be utilized to reduce the effects of the injury. This is very important from both a medical and legal standpoint. The type of medical service needed at a festival will vary by the size and type of activities at the festival. For small, family-oriented festivals, it would be adequate to simply have first aid supplies available in the event of injury. For festivals ranging from 500 to 1,500 people, the festival should have a first aid station on festival grounds. For festivals that exceed 1,500 people, you should seriously consider contracting with an outside vendor to provide on-site medical services. First Aid stations should be visible and easily detected by an injured person and be equipped to deal with minor injuries such as cuts, abrasions, and sprains. When a major injury occurs, an ambulance should be called immediately.

Whenever medical treatment is provided, it should be documented with a written record. If an individual that is injured denies medical treatment, a signed refusal of medical treatment should be obtained from that individual. Written documentation of patients should include a name, nature of injury, type of treatment, and the time. Local law enforcement and hospitals should be alerted prior to a festival so these entities are aware of the possibility for the need of police assistance or emergency medical services. Hospitals and emergency centers should be given relevant information such as the dates and hours of the festival, number of people anticipated at the festival, as well as the types of activities at the festival that could cause injuries. A contact person should be made available to emergency centers and hospitals and lists of 24-hour telephone emergency numbers should be made available to festival personnel.

Alcohol

Alcoholic beverages are sold at virtually all festivals. You should be aware that you are potentially liable for property damage or injury claims resulting from individuals who become intoxicated at a festival. Specifically, you should be concerned with minors and making sure that people who are obviously intoxicated are not sold alcoholic beverages. Below are some recommendations that can reduce the liability in the event of an alcohol related accident:

- Colorado law prohibits the sale of alcoholic beverages without a license to do so. The admission charge to an event should be the same for all attending without regard to whether or not they consume any alcoholic beverages. Contact Risk Management for further information if you are unsure whether an event requires a special permit to serve alcoholic beverages.
- Compliance with the <u>Liquor Liability Rules and Regulations</u> is required if alcohol is served [<u>Section III: Facilities Usage/Rental</u>. Appendix III.C(1) or Appendix III.C(2)].
- Alcohol should never be given away as a prize. One of the following two set-ups is highly recommended for the sale of beer:
 - "Bracelet Booth" A bracelet booth can be set up where identification is checked to ensure people are of legal age to consume alcohol. An individual who has shown official photo identification will be furnished with a colored bracelet designating that he or she is of legal age to consume alcohol at the festival. Security and festival workers would have the responsibility of patrolling and monitoring the grounds to ensure that individuals consuming alcohol are wearing the necessary bracelet.
 - "The Beer Garden" A fence should be placed around the perimeter of the tent providing a beer garden atmosphere. Security should be placed at both entrances and exits to the beer garden. At the entrance to the beer garden, security will be responsible for checking official photo identification to ensure that individuals are of legal age to consume alcohol. At the exit points, security will be responsible for not allowing alcohol outside the beer garden area. If alcohol is allowed outside the beer garden area, security should limit the amount of beer or wine coolers that one individual can remove from the area.

Safety Coordinator

In addition to the festival chairperson, you should create a position called "safety coordinator." This should be someone with safety training such as a police officer, firefighter, etc. Credibility is necessary to be effective in this role. The safety coordinator will be responsible for making sure that all safety recommendations are met. The designated safety coordinator will also be responsible for making periodic inspections of the festival grounds during the festival. Obviously, any physical safety hazards that are detected by the safety coordinator should be dealt with to remove the hazard. It is highly recommended that the safety coordinator utilize a logbook indicating the time the inspections took place during the festival and the condition of the festival grounds during the inspection. An onsite safety coordinator will greatly reduce the parish/school/ecclesiastical organization liability in the event of a loss, as it will illustrate that due diligence was exercised in attempting to eliminate safety hazards.

Claim Procedures

Refer to Section I: Insurance Coverage/Claims for reporting instructions in the event a claim for damages is made against the parish/school/ecclesiastical organization or the Archdiocese. The written incident report should include an in-depth description of how the accident happened. The report should also include the name, address, phone number, and date of birth of any injured person along with the names and phone numbers of potential witnesses. Often when an accident occurs, it is difficult to reconstruct how it happened or what the premises looked like at the time of the accident. For this reason, the festival safety coordinator should photograph accident scenes to preserve the appearance of the accident site. It is recommended that the safety coordinator videotape the festival grounds once the festival setup is complete. This will assist in any recreations of the festival premises that must be done for litigation. If an individual injured on festival grounds feels he or she needs immediate contact with the festival's insurance carrier, contact Gallagher Bassett Services, Inc. prior to sending the written incident report. Often a potential claimant will contact an attorney because he or she has not been contacted in a timely fashion by the insurance company.



FESTIVAL VENDOR HOLD HARMLESS/INDEMNITY AGREEMENT

Return Completed Form to Parish/School/Ecclesiastical Organization

PARISH/SCHOOL/ORGANIZATION:	
(Unde	rstood to include the Archdiocese of Denver)
VENDOR:	
TYPE OF VENDOR:	
DATES OF USE:	
PARISH/SCHOOL/ORGANIZATION against and to named VENDOR or any of its agents, family m	d, protect, indemnify, and hold harmless the above-named from all claims arising from the negligence or fault of the above embers, officers, volunteers, helpers, partners, organizational operations of the above-named VENDOR at the above-named
evidence of general liability coverage of not less to also agrees to have the PARISH/SCHOOL/ORGA an "Additional Insured" on its general liability poly/ENDOR'S activities. It is agreed that VENDOR	nce to the PARISH/SCHOOL/ORGANIZATION, which provides han two million dollars (\$2,000,000) per occurrence. VENDOF INIZATION AND THE ARCHDIOCESE OF DENVER named as icy for the DATE(S) OF THE FESTIVAL in relationship to the also agrees to ensure that its liability insurance policy will be action against PARISH/SCHOOL/ORGANIZATION.
nold harmless, and fully indemnify the above-name of action whatsoever which takes place during the PARISH/SCHOOL/ORGANIZATION by the above customers, partners, family members, organization alleged negligence of the PARISH/SCHOOL/ORG	we (second) paragraph, then VENDOR agrees to protect, defended PARISH/SCHOOL/ORGANIZATION for any claim or cause above identified DATE(S) OF USE that is brought against the e-named VENDOR or its employees, agents, guests, invitees all members, and associates, even if such claim arises from the GANIZATION, its employees or agents or the negligence of any agreement. If any paragraph or sentence of this agreement is hall continue in full legal force and effect.
SIGNED BY:	
SIGNED BY:(Must be an official agent of VENDOR)	
NAME AND TITLE:	
DATE:,	
,	



ACUERDO DE INDEMNIZACIÓN/LIBERACIÓN DE RESPONSABILIDAD DEL PROVEEDOR DEL FESTIVAL

Devolver la Forma Llena a la Parroquia/Escuela/Organización Eclesiástica

PARROQUIA/ESCUELA/ORGANIZACIÓN:	
PROVEEDOR:	(Se sobrentiende que se incluye a la Arquidiócesis de Denver)
TIPO DE PROVEEDOR:	
FECHAS DE USO:	
PARROQUIA/ESCUELA/ORGANIZACIÓN ante negligencia o culpa de dicho PROVEEDOR o	defender, proteger, indemnizar y liberar de responsabilidad a la es mencionada contra todo y cualquier demanda que surja de la o cualquiera de sus agentes, parientes, ejecutivos, voluntarios, asociados con respecto a las operaciones del PROVEEDOR antes GANIZACIÓN antes mencionada.
evidencie una cobertura general de responsabi evento. El PROVEEDOR también acepta in ARQUIDIÓCESIS DE DENVER como "Asegura FECHA(S) DEL FESTIVAL con relación a las a	do de seguro a la PARROQUIA/ESCUELA/ORGANIZACIÓN que ilidad no menor de dos millones de dólares (\$2,000,000 USD) por ncluir a la PARROQUIA/ESCUELA/ORGANIZACIÓN Y A LA do adicional" en su póliza general de responsabilidad durante la(s) actividades del PROVEEDOR. Además, el PROVEEDOR acepta abilidad será la principal en caso de una demanda cubierta o causa RGANIZACIÓN.
proteger, defender, liberar de le PARROQUIA/ESCUELA/ORGANIZACIÓN ante surja durante la(s) FECHA(S) DE USO antes sel por parte del PROVEEDOR antes mencionado miembros de organización y asociados, inclu PARROQUIA/ESCUELA/ORGANIZACIÓN, sus individuo u organización que no participe en es	el (segundo) párrafo anterior, entonces el PROVEEDOR acepta responsabilidad e indemnizar totalmente a la es mencionada contra cualquier demanda o causa de acción que ñaladas en contra de la PARROQUIA/ESCUELA/ORGANIZACIÓN o o sus empleados, agentes, invitados, clientes, socios, parientes, iso si dicha demanda surge por la supuesta negligencia de la se empleados o agentes o por la negligencia de cualquier otro ste acuerdo. Si cualquier párrafo u oración en este acuerdo queda atinuará estando vigente legalmente en su totalidad.
FIRMA:	
FIRMA:(Firma de un agente oficial del PROVEE	DOR)
NOMBRE Y PUESTO:	
FECHA:	

GUIDELINES FOR USE OF INFLATABLES, RIDES, AND GAMES

The following safety and insurance guidelines are designed to assist parishes and their committees in the planning and management of festival and fundraising activities intended to benefit the parish involving the use of inflatable rides and games.

All contracts related to, liability waivers associated with, and equipment being considered for the use of inflatables, rides, and games must be submitted to GGB.ArchdioceseDenver.Risk@ajg.com for review before anything is signed and prior to payment of any deposit monies.

Gallagher will review the contract documents and list of proposed equipment the parish, school, or organization is considering using and notify of any contractual changes to be made or of equipment on the list that fits the exclusion definition discussed below.

Definition of Coverage

Inflatables, rides, and games have become a popular choice for entertainment provided at parish festivals and fundraisers. There is a large variety of choices offered in the marketplace today, and most can be used relatively safely when proper safety precautions are taken.

However, there are several that are excluded from the insurance coverage provided to the parishes, schools, and ecclesiastical organizations of the Archdiocese of Denver. Insurance does *not* pay for:

Bodily Injury, Personal Injury, Advertising Injury, Property Damage or any other type of claim or obligation resulting from the use or existence of trampolines, tumbling or similar rebounding devices including bungee type devices.

Essentially, this means that any and all monies paid on claims (including legal fees) connected to the presence or use of any inflatables, rides, or games falling under the definition of this exclusion would come directly from parish, school, or organization funds with no assistance provided by insurance.

Examples of excluded equipment include (but are not limited to) Bungee Runs, Boxing and Jousting Rings and Arenas, Gladiator Arenas, Velcro Walls, and trampoline devices.

This is not a complete list. If you have particular questions regarding inflatables, rides, and games that are not mentioned in this Addendum (1), contact GGB.ArchdioceseDenver.Risk@ajg.com.

Certificates of Insurance And Vendor Agreement

The <u>Vendor Hold Harmless/Indemnity Agreement</u> [Appendix IV.A(1) or Appendix IV.A(2)] must be signed by vendors providing inflatables, rides, and games services and equipment.

This agreement requires the vendor to provide the parish/school/ecclesiastical organization with a certificate of insurance documenting general liability coverage in the amount of two

million (\$2,000,000) dollars per occurrence. The certificate of insurance must name both the parish/school/ecclesiastical organization and the Archdiocese of Denver as an Additional Insured.

It is **not** adequate to obtain a certificate of insurance from a festival vendor which only names the parish/school/ecclesiastical organization as a "Holder of Certificate."

Do Not Sign Contracts Without Approval

It is very important to read a contract before signing it. It is equally important to understand what the contract says. For this reason, there is a contract review policy. Inflatables, rides, and games contracts or other contracts that contain hold harmless, indemnity, or similar insurance wording must be reviewed by Risk Management.

Unfavorable contracts contain hold harmless and indemnity wording that requires the parish/school/ecclesiastical organization to pay for any and all expenses involved in the event a claim is made. Since the insurance program does not cover every type of claim that ever happens, it is extremely important to ensure that the parish/school/organization is not paying out its own pocket for a claim made which should have properly been the responsibility of the party providing the services being agreed on.

It is only acceptable to accept responsibility for claims or property damage for which the parish/school/ecclesiastical organization would be legally responsible in the absence of the contract.

Another type of unfavorable contract is the kind that requires the parish/school/ecclesiastical organization to be responsible for any damage that occurs to the equipment being rented.

In these instances, the parish/school/ecclesiastical organization has agreed to pay for damage to the equipment regardless of how it happens, even if the damage was due to natural causes such as wind or lightning. The insurance program does not provide automatic insurance coverage for another organization's property.

Being responsible for the property and agreeing to pay for damages should be limited to damages <u>directly</u> caused by you, and which would not have happened had you been paying attention, such as punctures or tears.

The <u>Vendor Hold Harmless/Indemnity Agreement</u> contains the proper wording to protect the parish, school, or ecclesiastical organization from the kind of potentially financially devastating loss that can occur when unfavorable language in a contract is agreed to.

Any time an inflatables, rides, or games vendor insists that you sign their agreement instead of or alongside the <u>Vendor Hold Harmless/Indemnity Agreement</u>, inform them that you are required to submit a copy to the Archdiocese of Denver Risk Management office for review and will get back to them with any comments.

VOLUNTEER WORKERS

Volunteers are an important part of the ministry, but they are not covered under Workers' Compensation Insurance and must sign the <u>Volunteer Worker Hold Harmless Agreement</u> [Appendix V.A(1) or V.A(2)]. This agreement bars the signer from making a claim against the parish/school/ecclesiastical organization. However, volunteer workers are covered, on a limited basis, by an Accident Policy for injuries which occur while doing the volunteer work. This policy will pay up to \$2,500 for medical expenses not covered by the volunteer's own Accident and Health Policy. It does not pay for lost wages or permanent disability. Please note the agreement is only valid when the signer is at least 18 years of age. The agreement needs to be updated/resigned every two years.

Due to the inherent injury and liability exposure, we do not recommend using volunteers for projects that require heavy lifting or working from heights (i.e. ladders, scaffolds, roofing projects). Good judgment should be exercised when deciding whether or not to utilize volunteers. Parishes/schools/ecclesiastical organizations commonly use volunteers because of the projected financial savings. In reality, the use of volunteers may cost more in the long run due to the cost incurred from the significant number of accidents and injuries which can take place. Additionally, significant expenses can be incurred from improperly completed construction or repair work that does not meet local building codes.

Problems with volunteers include:

- Usually not as qualified or experienced as general contractors or service contractors
- Normally do not have the required license necessary for the work to be code legal (i.e. plumbing, electrical, working with asbestos ...)
- Normally do not have liability coverage to pay for mistakes made or damage caused
- Usually have no warranty on their work

In situations involving extensive plant and equipment repair or renovation, it is extremely important to hire qualified contractors and obtain Certificates of Insurance from them as part of the Agreement or Scope Of Work. This certification ensures that individuals working on buildings are covered under the contractor's insurance and protects you from the risk of loss if an accident occurs as a result of their negligence.

If volunteers are used, it is essential that they be thoroughly trained in the areas necessary to complete the tasks in a safe fashion. Training should include how to safely operate equipment (i.e. lawn mowers, power equipment); what personal protective equipment is appropriate to wear for the job being completed (i.e. steel-toed shoes, safety glasses, etc.); and how to check and maintain equipment in order to ensure proper operation.

Minor volunteers (under the age of 18) must have parental approval to participate in any volunteer activities. They may not, however, operate power saws or equipment such as a tractor or riding lawnmower. Refer to Appendix V.B for the *Minor Volunteer: Waiver and Release of Claim* form to be signed by the parent(s) or guardian(s).

Please remember that volunteers can be a valuable resource when used wisely but can be very costly when they are improperly trained or utilized to perform tasks that may be beyond

their capabilities of inherently dangerous. Significant damages can arise both financially an emotionally, including pain and suffering, when a severe injury has occurred.	nd



VOLUNTEER WORKER HOLD HARMLESS AGREEMENT

Return Completed Form to Parish/School/Ecclesiastical Organization

Parish/School/Organization:
Parish/School/Organization:(Understood to include the Archdiocese of Denver)
Volunteer Worker Name:
Address:
Phone:
Medical Information
Medical Insurance:
Doctor: Phone Number:
Please read the following information, then sign and date at the bottom of the page:
Volunteers are not employees and are not covered by Workers' Compensation insurance at any time. However volunteer workers are covered, on a limited basis, by an Accident Policy for injuries which occur while doing the volunteer work. This policy will pay up to \$2,500 for medical expenses <i>not</i> covered by the volunteer's own Accider and Health Policy. It does not pay for lost wages or permanent disability.
I have carefully reviewed the information above. I agree to hold harmless and not to sue the above parish/school/organization and the Archdiocese of Denver for any claims for medical expenses, lost wages permanent disability costs, injury or death benefits as a result of accident or injury while performing volunteer wor activities.
I understand that I am responsible for all medical bills if injured while performing volunteer work. If injured, I will be taken to the doctor or hospital specified above. In an emergency, I will be taken to the nearest adequate medica facility.
Signed by:
Date:
Attested by Pastor or Supervisor:



ACUERDO DE EXENCION DE RESPONSABILIDAD EN CASO DE ACCIDENTES PARA TRABAJADORES VOLUNTARIOS VOLUNTEER WORKER HOLD HARMLESS AGREEMENT

Favor de volver la forma de parroquia/escuela/organización eclesiastico

Parroquia/Escuela/Entidad: (Incluyes la Arquidiócesis de Denver)	
Datos del Voluntario:	
Nombre:	
Dirección:	
Información médica	
Seguro Médico:	
Doctor:	Teléfono:
Los trabajadores voluntarios que donan su tiempo de forma regular heridas o daños que ocurran mientras esten realizando su trabajo vono cubiertos por su propia póliza de Salud y Accidente (por ejemplo, puede pagar también las cantidades sobrantes de los gastos no o reclamaciones deben ser remitidas primero a su propia compañía de paga hasta un máximo de 2,500 dólares en concepto de factur discapacidad permanente. Los voluntarios no están cubiertos por ningún momento.	oluntario. Esta póliza paga por los gastos médicos gastos deductibles o co-pagados). Nuestra póliza cubiertas por la propia póliza del voluntario. Las e seguro. Si no tienen otra compañía, esta póliza as médicas. No paga por el salario perdido o
Debido a muchas heridas serias sufridas por voluntarios mientras se y remodelación del edificio, es posible que no se utilicen voluntarios	
Por favor, lea la siguiente información y después fírmela y ponga la	fecha al final de la página.
He examinado detenidamente la información expuesta en la parte abstenerme de reclamar a la parroquia/escuela/entidad ni a la A salarios perdidos, costos permanentes de discapacidad, o beneficio de un accidente mientras realizo actividad es de trabajo voluntario.	rquidiócesis de Denver por los gastos médicos,
Entiendo que soy responsable por todas las facturas médicas si res resulto herido, deberé ser llevado al médico u hospital especificado la adecuada instalación médica más cercana.	
Firmado: Feci	na:
Atestiguado por el Pastor o Supervisor:	



MINOR VOLUNTEER WAIVER AND RELEASE OF CLAIM

Return Completed Form to Parish/School/Ecclesiastical Organization

Volunteer's name:	
Birth date:	Sex:
Parent/Guardian Name:	
Home address:	
Home phone:	Work/Cell phone:
I, (), grant permission for my child,
	, to participate in the following volunteer project(s):
	egally responsible for any personal actions taken by the above-named minor child. In the defend of
representatives associated with the activit activities, or in connection with any illness I agree to compensate	
	or the Archdiocese of Denver.
My child has the following restrictions and/	or allergies:
With the exception of the above, I hereby all responsibility for the health of my child.	warrant that to the best of my knowledge, my child is in good health, and I assume
child that he or she reasonably believes no and acknowledge that	to authorize and consent to any emergency medical care for my ecessary. I agree to pay any expenses related to such medical care. I understand will attempt to obtain my permission by telephone edical care for my child if time and conditions permit.
	edical expenses related to illness or injury to my child while in volunteer service are ntained by the Archdiocese of Denver, and that I am primarily responsible for paying
undersigned acknowledges and understar	ned is volunteering his or her time and labor to the above-named project(s). The nds that as a volunteer, he or she is not eligible for any wages or other benefits of on insurance, and the undersigned fully waives any claim for same for any work or
Signature:Parent/Guardian	Date:

MENOR RENUNCIA VOLUNTARIA Y LIBERACIÓN DE RECLAMO MINOR VOLUNTEER WAIVER AND RELEASE OF CLAIM

Favor de volver la forma de parroquia/escuela/organización eclesiastico

Nombre del voluntario:	
Fecha de nacimiento:	Sexo:
Nombre del padre o tutor:	
Domicilio:	
Teléfono del hogar:	Teléfono del trabajo o celular:
Yo, (), doy permiso de que mi hijo(a),
voluntariado:	, participe en el o los siguientes proyectos de
Como padre o tutor legal, permanezco responsable en lo de edad mencionado(a) anteriormente.	o legal por cualquier acción personal llevada a cabo por el/la menor
responsabilidad y defender a	onado(a), o nuestros herederos, sucesores y asignados, liberar de sus ejecutivos, directores, empleados os y agentes, acompañantes o representantes relacionados con las elación a la participación de mi hijo(a) en dichas actividades, o en uerte) o costo de tratamiento médico relacionados con los mismos, y compensar a dicesis de Denver, sus empleados y agentes, acompañantes o ifas y gastos legales razonables que puedan incurrir en cualquier
	ón o daño, a menos que tal demanda surja de la negligencia de, o de la Arquidiócesis de Denver.
Con excepción de lo anterior, mediante la presente garar responsabilidad por su salud.	ntizo que, a mi saber, mi hijo(a) goza de buena salud y asumo plena
emergencia para mi hijo(a) que crea necesaria justificad médica. Comprendo y reconozco que	para que autorice y consienta a cualquier atención médica de amente. Acepto pagar cualquier gasto relacionado con tal atención intentará obtener mi permiso por vía tención médica para mi hijo(a) si así lo permite el tiempo y las
	acionado con enfermedad o lesión de mi hijo(a) durante el servicio de aseguramiento que mantenga la Arquidiócesis de Denver, y que
Él o la suscrito(a) acusa y comprende que, en papel vol	tiempo y trabajo para el o los proyectos mencionados anteriormente. untario, no es elegible para cualquier sueldo u otros beneficios del s, y él o la suscrito(a) renuncia totalmente a cualquier alegato para ntribuya.
Firma: Nombre del padre o tutor	Fecha:
Nombre del padre o tutor	

CHILD CARE

There are special responsibilities involved with operating child care, whether it is nursery/child care during church services or day care. The program supervisor must ensure a high level of professionalism, safety, and security.

Any and all accidents or unusual incidents must be reported to the person in charge and the appropriate documentation completed and forwarded to Risk Management.

The following policies must be reviewed and adhered to by each staff member/volunteer involved in child care related work:

- All applicable state and local statutes regarding child care, licensing, and the operation of child care facilities must be followed.
- Use systematic and careful screening methods in accordance with the Office of Child and Youth Protection to hire employees, and utilize these same methods for volunteers, students, or other individuals who will be working in and around the Child Care Center. A probationary period should also be utilized for all staff, volunteers, students, and other individuals.
- All staff and volunteers must successfully complete Safe Environment training.
- Make sure the program supervisor is current on all laws and procedures in handling suspected child abuse, child neglect, or molestation cases.
- Keep your staff-child ratios as high as possible. Draft an emergency plan that assigns the maximum number of staff to children as possible.
- Maintain an emergency plan that documents staff-child ratios of 1:3 for children under 2;
 1:5 for children ages 2-3;
 1:10 for children 3-5;
 1:12 for children 5-7;
 2:15 for children 5-7;
 3:15 for older children 5-7;
- Prepare written operating procedures, policies, and personnel requirements. Maintain stringent staff supervision at all levels.
- Develop and maintain good staff communication.
- Staff and volunteers must be trained in CPR, first-aid and bloodborne pathogens.
- Document how the physical safety of children is protected in your program: staff first-aid training, collaboration with medical practitioners, safety practices for field trips, etc.
- Allow and encourage parent visitation at any time.
- Conduct and document safety surveys on a regular basis.
- Special protective covers for all electrical receptacles should be installed in all areas occupied by children less than six years of age.
- Exits and means of egress should be well defined and clearly marked.
- Have a properly maintained fire alarm system, smoke detection system and emergency light system. Conduct fire and emergency evacuation drills on a regular basis. Document these drills.
- Equip the facility with fire extinguishers that are the appropriate type, are properly tagged and mounted, and are clearly marked and easily accessible. Have them inspected annually.

There are three agreements applicable to child care operations:

- The <u>Child Care Agreement</u>, applicable for nursery/child care during church services, religious education classes, or occasional babysitting service [Appendix VI.A(1) or VI.A(2)];
- 2. The <u>Day Care Agreement</u> [Appendix VI.B(1) or VI.B(2)]; and
- 3. The <u>Authorization To Administer Medication</u>, applicable when a parent or guardian is not on the premises [Appendix VI.C(1) or VI.C(2)].

Please utilize the form(s) proper to the type of service provided.

CHILD CARE CENTERS

Use systematic and careful screening methods including those in accordance with the Office of Child and Youth Protection to hire employees, and utilize these same screening methods for volunteers, students, or other individuals who will be working in and around the Child Care Center. A probationary period should also be utilized for all staff, volunteers, students, and other individuals.

- All applicable State and local laws regarding child care, licensing, and the operation of child care facilities must be followed.
- All staff and volunteers must successfully complete Safe Environment training.
- Make sure the Child Care Center Director is current on all laws and procedures in handling suspected child abuse, child neglect, or molestation cases.
- Keep your staff-child ratios as high as possible. Draft an emergency plan that assigns the maximum number of staff to children as possible.
- Maintain an emergency plan that documents staff-child ratios of 1:3 for children under 2; 1:5 for children ages 2-3; 1:10 for children ages 3-5; 1:12 for children ages 5-7; and 1:15 for other children. These ratios may not need to apply during routine care and education but must include regularly scheduled staff on the premises.
- Prepare written operating procedures, policies, and personnel requirements. Maintain stringent staff supervision at all levels.
- Develop and maintain good staff communication.
- Ensure that all staff members participate in training programs, such as sessions on firstaid, CPR, child abuse prevention, bloodborne pathogens, etc.
- Allow and encourage parent visitation at any time.
- Document how the physical safety of children is protected in your program: staff first-aid training, collaboration with medical practitioners, safety practices for field trips, etc.
- Conduct safety surveys on a regular basis and document these surveys.
- Special protective covers for all electrical receptacles should be installed in areas occupied by children less than six years of age.
- Exits and other means of egress should be well defined and clearly marked.
- Have a properly maintained fire alarm system, smoke detection system and emergency light system. Conduct fire and emergency evacuation drills on a regular basis. Document these drills.
- Equip the facility with fire extinguishers that are the appropriate type, properly tagged and mounted, clearly marked and easily accessible. Have them inspected annually.



CHILD CARE AGREEMENT

Return Completed Form to Parish/School/Ecclesiastical Organization

Parish/School/Organization:			
	(Understood to include the Archdiocese of Den	ver)	
Child's Name and Birth Date:			
Name/Address/Telephone of p	parent(s) or guardian(s):	_	
Name(s) of Person(s) authoriz	red to pick up child:		
Name(s) of Person(s) prohibite	ed from picking up child:		
My child has the following spe	cial needs regarding dietary supplements or	restrictions, or avoidance of allergies:	
My child has the following limit	tations on normal physical activities:		
Additional Information that ma	y aid Child Care Workers in caring for my ch	ild:	
I understand that child care we	orkers are not authorized to administer medic	cation to my child.	
understand and acknowledge	y child in for any Child Care if I reasonably that any child who appears to be ill upon arr the risk to my child that other children who	rival shall not be admitted to Child Care. N	levertheless,
	e that any medical expenses related to illness intained by the parish/school/organization or		not covered
or injury that my child may incuin child care, whether caused	e that by bringing my child into child care I a ur. I release any child care workers from liabi with or without fault by the parish/school/org ployees, including any child care workers.	ility for any illness or injury that my child ma	y incur while
	d Care Agreement, and I understand and agement is effective for one year from the date s		ons set forth
Parent or Guardian		Date	
employees of the parish/school/organ	services, Religious Education Classes, and/or occasion nization, or by volunteers selected or approved by the ent(s) or guardian(s) will be on the premises.		



ACUERDO DE CUIDADO DE NIÑOS CHILD CARE AGREEMENT

Favor de volver la forma de parroquia/escuela/organización eclesiastico

Para el cuidado de bebés/ niños durante las Celebraciones Litúrgicas, Clases de Educación Religiosa, y/o cuidado de niños en ocasiones especiales (colectivamente "Cuidado de Niños"), que puede ser realizado por empleados de la Parroquia/Escuela/Entidad, o por voluntarios seleccionados o aprobados por la Parroquia/Escuela/Entidad ("Cuidadores de Niños"). Este acuerdo debe ser usado solo cuando el (los) padre (s) o custodio (s) está (n) en el local.



DAY CARE AGREEMENT

Return Completed Form to Parish/School/Ecclesiastical Organization

Parish/School/Organization:(Understood to include the Archdiocese of Denver)
Child's Name and Birth Date:
Name/Address/Telephone of parent(s) or guardian(s):
Name/Address/Telephone of child's physician:
Child's Accident/Health Insurance Carrier and Policy No.:
Name(s) of Person(s) authorized to pick up child:
Name(s) of Person(s) prohibited from picking up child:
Emergency Telephone Numbers
Parent(s) or Guardian(s):
Others:
My child has the following special needs regarding dietary supplements or restrictions, medications, or avoidance of allergies:
My child has the following limitations on normal physical activities:
Additional Information that may aid Day Care Workers in caring for my child:
I agree that I will not bring my child in for any Day Care if I reasonably believe that my child is ill and may be contagious. I understand and acknowledge that any child who appears to be ill upon arrival shall not be admitted to Day Care. Nevertheless, I assume full responsibility for the risk to my child that other children who are present in Day Care may be ill and may transmit contagious disease.

I understand that this form does *not* authorize Day Care workers to administer medication.

I understand and acknowledge that no medical professionals are on duty in Day Care, except as may be required under Colorado law.



I have authorized my child's physician to receive calls from Day Care Workers while my child is in Day Care.

I authorize Day Care Workers to authorize and consent to any medical care for my child that he or she reasonably believes necessary, including, but not limited to, hospitalization or surgery. I agree to pay any expenses related to such medical care. I understand and acknowledge that Day Care Workers will attempt to obtain my permission by telephone before authorizing or consenting to any medical care for my child if time and conditions permit.

I understand and acknowledge that any medical expenses related to illness or injury to my child while in Day Care are not covered by any insurance program maintained by the parish/school/organization, and that I am primarily responsible for paying any such expenses.

I understand and acknowledge that by bringing my child into day care I am assuming full responsibility for the risk of any illness or injury that my child may incur. I release the parish/school/organization and any day care workers from liability for any illness or injury that my child may incur while in day care, whether caused with or without fault by the parish/school/organization, or by any of their agents, servants and employees, including any day care workers.

I have carefully read this Day Care Agreement, and I understand and agree to each of the covenants and conditions set forth above. This Day Care Agreement is effective for one year from the date stated below, unless earlier revoked.

	,	,		,	
D 1 0 "			- -		
Parent or Guardia	an		Date		

For Day Care services, which may be performed by employees of the parish/school/organization, or by volunteers selected or approved by the parish/school/organization ("Day Care Workers"). This Agreement should be used if the child's parent(s) or guardian(s) will not be on the premises and should not be used if an outside contractor is providing the Day Care services, as they will provide their own agreement.



ACUERDO PARA EL CUIDADO DIARIO DAY CARE AGREEMENT

Favor de volver la forma de parroquia/escuela/organización eclesiastico

Parroquia/Escuela/Entidad:
Parroquia/Escuela/Entidad: (Incluyes la Arquidiócesis de Denver)
Nombre y Fecha de Nacimiento del Niño:
Nombre/ Dirección/ Teléfono del (los) padre (s) o custodio (s):
Nombre/ Dirección/Teléfono del medico del niño:
Compañía de Seguro de Salud/Accidentes y número de la póliza:
Nombre de la (s) persona (s) autorizada (s) a recoger el niño:
Nombre de la (s) persona (s) prohibida (s) de recoger el niño:
Teléfonos de Emergencia:
Padre (s) o Custodio (s):
Otros:
Mi hijo tiene las siguientes necesidades especiales con relación a suplementos o restricciones en su dieta, medicaciones o para evitar alergias:
TRABAJADORES PARA EL CUIDADO DIARIO NO ADMINISTRARAN MEDICINA A MENOS QUE SEAN AUTORIZADOS PRA HACERLO EN OTRA AUTORIZACION
Mi hijo tiene las siguientes limitaciones en actividades físicas normales:
Información adicional que puede ayudar los Trabajadores para el Cuidado Diario en el cuidado a mi hijo:
Yo estoy de acuerdo en no traer a mi hijo al Cuidado Diario si yo razonablemente creo que mi hijo esta enfermo y

Yo estoy de acuerdo en no traer a mi hijo al Cuidado Diario si yo razonablemente creo que mi hijo esta enfermo y puede ser contagioso. Yo entiendo y reconozco que cualquier niño que parezca enfermo al llegar no será admitido al Cuidado Diario. En todo caso, yo asumo total responsabilidad por el riesgo de que otro niño presente en el Cuidado Diario pueda estar enfermo y transmita una enfermedad contagiosa.

Yo entiendo y reconozco que no hay profesionales médicos de guardia en el Cuidado Diario, excepto si es requerido por las Leyes de Colorado.

Yo he autorizado el Medico de mi hijo para recibir llamadas de los Trabajadores del Cuidado Diario, mientras mi hijo esta en el Cuidado Diario.



Yo autorizo los Trabajadores del Cuidado Diario a autorizar y consentir cualquier tipo de cuidado medico para mi hijo, que él razonablemente considere necesario, incluyendo, pero no limitado a, hospitalización y cirugía. Yo estoy dispuesto a pagar todos los gastos relacionados a tal cuidado medico. Yo entiendo y reconozco que los Trabajadores del Cuidado Diario tratarán de obtener mi permiso por teléfono antes de autorizar o consentir cualquier tipo de cuidado medico para mi hijo, si el tiempo y las condiciones lo permitan.

Yo entiendo y reconozco que cualquier gasto medico relacionado con enfermedad o daño sufrido por mi hijo mientras el este en el Cuidado Diario Niños no será cubierto por ningún programa de seguros mantenido por la Parroquia/Escuela/Entidad, y que yo soy el primer responsable por pagar tales gastos.

YO ENTIENDO Y RECONOZCO QUE AL TRAER A MI HIJO AL CUIDADO DIARIO YO ASUME TOTAL RESPONSABILIDAD POR EL RIESGO DE CUALQUIER ENFERMEDAD O DAÑO SUFRIDO POR MI HIJO. YO LIBRO A LA PARROQUIA/ESCUELA/ENTIDAD Y CUALQUIERA DE LOS TRABAJADORES DEL CUIDADO DIARIO DE CULPA POR ENFERMEDAD ODAÑO QUE MI HIJO PUEDE SUFRIR MIENTRAS ESTE EN EL CUIDADO DIARIO, YA SEA CAUSADO CON O SIN FALTA DE LA PARROQUIA/ESCUELA/ENTIDAD, O CUALQUIERA DE SUS AGENTES, SERVIDORES Y EMPLEADOS, INCLUYENDO A LOS TRABAJADORES DEL CUIDADO DIARIO.

He leído cuidadosamente este Acuerdo para el Cuidado Diario, lo entiendo y estoy de acuerdo con todas las alianzas y condiciones ahí establecidas. Este Acuerdo para el Cuidado Diario es válido por un año desde la fecha de la firma, a menos que sea anulado antes.

Padre (s) o Custodio (s)	Fecha

Para el Servicio de Cuidado Diario que puede ser realizado por empleados de la parroquia/escuela/entidad, o por voluntarios seleccionados o aprobados por la parroquia/escuela/entidad ("Trabajadores para el Cuidado Diario"). Este acuerdo debe ser usado si el (los) padre (s) o custodio (s) no estará (n) en el mismo local, y no debe ser usado si el Cuidado Diario es ofrecido por otra empresa, ya que esta tendrá su propio acuerdo.



AUTHORIZATION TO ADMINISTER MEDICATION

Return Completed Form to Parish/School/Ecclesiastical Organization

Parents or guardians are requested to be present to administer any necessary medication to their children whenever possible. Except as provided below, no medication, including aspirin, cough and cold medication, decongestants, or other over-the-counter or prescription medications shall be administered by any Day Care Worker, as that term is defined in the Day Care Agreement dated the day of
If a parent or guardian of the child is unable to be present to administer any necessary medication, only an on-duty Day Care Worker may administer the medication. A Day Care Worker may only administer medication pursuant to this Authorization.
Written instructions from the child's physician must be provided, and must state the following:
 The child's name; The name of the medication; The proper dosage of the medication; The purpose of the medication; The time of day/circumstances in which the medication is to be administered; The anticipated number of days the medication must be administered; and Any possible side effects of the medication.
Any medication must be brought in a container appropriately labeled by a pharmacy or the child's physician, and must be picked up with the child at the end of the Day Care session.
If a child has a condition that might require medication on an emergency basis (e.g., in the case of a child's allergic reaction, asthma attack, etc.), the child's parent or legal guardian must provide all necessary information and training or instruction to the Day Care Worker(s) who might be responsible for administering such medication or carrying out such medical procedures.
I certify that the above conditions have been met in their entirety.
I hereby authorize any on-duty Day Care Workers to administer medication to my child according to the written instructions of the child's physician.
I RELEASE THE PARISH/SCHOOL/ECCLESIASTICAL ORGANIZATION AND THE ARCHDIOCESE OF DENVER AND ANY DAY CARE WORKERS FROM LIABILITY FOR ANY ADVERSE REACTION SUFFERED BY MY CHILD AS A RESULT OF THE ADMINISTRATION OF MEDICATION TO MY CHILD IN ACCORDANCE WITH THE WRITTEN INSTRUCTION OF THE CHILD'S PHYSICIAN. I AGREE TO INDEMNIFY PARISH/SCHOOL/ECCLESIASTICAL ORGANIZATION AND THE ARCHDIOCESE OF DENVER AND ANY DAY CARE WORKERS FOR ANY MEDICAL EXPENSES, LEGAL EXPENSES, OR LIABILITY RELATED TO ANY ADVERSE REACTION SUFFERED BY MY CHILD AS A RESULT OF THE ADMINISTRATION OF MEDICATION TO MY CHILD IN ACCORDANCE WITH THE WRITTEN INSTRUCTION OF THE CHILD'S PHYSICIAN.
I have carefully read this Authorization to Administer Medication, and I understand and agree to each of the covenants and conditions set forth above. This Authorization to Administer Medication is effective for
Dated this day of
Parent or Guardian
Child's Name and Birth Date:
Name/Address/Telephone of parent(s) or guardian(s):



AUTORIZACIÓN PARA ADMINISTRAR MEDICACIÓN AUTHORIZATION TO ADMINISTER MEDICATION

Favor de volver la forma de parroquia/escuela/organización eclesiastico

Se pide que los padres o apoderados estén presentes para administrar cualquier medicina necesaria a sus hijos cuando sea posible. A excepción de lo que se menciona más abajo, la no medicación, incluye aspirina, tos y medicación por resfrío, descongestionantes, u otro bajo prescripción médica deben ser administradas por cualquier Trabajador de un lugar de Cuidado de Menores (Day Care), este el término es definido en el Acuerdo del lugar de Cuidado de Menores fechado el día de
Si alguno de los padres o el apoderado del menor no le es posible estar presente para administrar cualquier medicina necesaria, sólo un Trabajador del Lugar de Cuidado de Menores de guardia puede administrar la medicación. Un Trabajador de Lugar de Cuidado de Menores sólo puede administrar medicación de conformidad con esta Autorización.
Se debe proveer las instrucciones escritas del médico del niño, y deben decir lo siguiente:
 Nombre del niño; Nombre de la medicación; La dosis apropiada de la medicación; El motivo de la medicación; La hora del día/circunstancias en las que la medicación se va a administrar; Los números de días anticipados en la medicación debe ser administrada; y Todo efecto secundario posible de la medicación.
Todas las medicaciones deben ser traídas en un contenedor apropiado etiquetado por la farmacia o el médico del niño, y debe ser recogido por el niño al final de la sesión en el Lugar de Cuidado de Menores.
Si el niño está en una condición que requiere atención de emergencia (por ejemplo, en el caso de una reacción alérgica, ataque de asma, etc.) el padre del niño o apoderado legal debe proveer de toda la información necesaria y tratamiento o instrucciones al Trabajador(es) del Lugar de Cuidado de Menores, quien sería responsable de administrar esa medicación o llevar a cabo los procedimientos medicinales.
Yo certifico que las condiciones arriba mencionadas han sido encontradas enteramente.
Por la presente, autorizo a cualquier Trabajador de guardia del Lugar de Cuidado de Menores a administrar la medicación a mi hijo/a de acuerdo a las instrucciones escritas por el médico del niño.
YO ABSUELVO PARROQUIA/ESCUELA/ENTIDAD Y LA ARQUIDIÓCESIS DE DENVER Y A CUALQUIER TRABAJADOR DE CUALQUIER LUGAR DE CUIDADO DE MENORES DE RESPONSABILIDAD POR CUALQUIER REACCIÓN ADVERSA SUFRIDA POR MI HIJO/A COMO RESULTADO DE LA ADMINISTRACIÓN DE LA MEDICACIÓN A MI HIJO/A DE ACUERDO CON LAS INSTRUCCIONES ESCRITAS POR EL MÉDICO DEL NIÑO. ESTOY DE ACUERDO EN INDEMNIZAR PARROQUIA/ESCUELA/ENTIDAD Y LA ARQUIDIÓCESIS DE DENVER Y A CUALQUIER TRABAJADOR DE CUALQUIER LUGAR DE CUIDADO DE MENORES POR CUALQUIER GASTO MÉDICO, GASTO LEGAL, O RESPONSABILIDAD RELACIONADA CON CUALQUIER REACCIÓN ADVERSA SUFRIDA POR MI HIJO/A COMO RESULTADO DE LA ADMINISTRACIÓN DE MEDICACIÓN PARA MI HIJO/A DE ACUERDO A LAS INSTRUCCIONES ESCRITAS POR EL MÉDICO DEL NIÑO.
He leído detenidamente esta Autorización para Administrar Medicación, y entiendo y estoy de acuerdo con cada uno de los acuerdos y condiciones mencionadas anteriormente. Esta Autorización para Administrar Medicación es efectiva por
Fechado eldía de
Pare o Apoderado
Nombre y día de nacimiento del niño:
Nombre/Dirección/Teléfono del padre(s) ó Apoderado(s):

YOUTH PROGRAMS / FIELD TRIPS

Youth group activities can present a wide range of loss exposures. First and foremost is the need to have pre-screened and Safe Environment trained adult supervision for all youth group activities and outings. One-on-one contact with a youth and adult and with the youth themselves should be avoided. This is especially important in "at risk" situations (i.e. overnight field trips, non-public areas, etc.)

Field trip permission and release forms and, if applicable, driver screening forms, should be utilized for all off-site functions. All volunteers and chaperone drivers must be at least 21 years of age. In some situations, it may be recommended that your church not be responsible for providing transportation to an off-site location. In these cases, it should be the parents' responsibility for taking and picking up their child from the activity site/function.

Steps to Safe Youth Activities

Supervision

It is important that there is proper supervision of the young adults. Make sure that the ratio between adult staff and youth is adequate and that chaperones actually chaperone. Never leave a youth alone whether it is after an event or after the youth meeting. Make sure that all youths are picked up before chaperones or teachers leave the premises. Never place yourself in an indefensible position due to a lack of common sense.

Communication

Make sure that parents are aware of the when, where and how of an activity through written communication. Listen to the concerns of parents. It is also wise to develop policies on how to respond in given situations.

Transportation

Whether the vehicle belongs to the parish/school/organization, to a volunteer, or is rented, make sure there is insurance on the vehicle(s). Do not overload the vehicles. Make sure that there are enough seat belts for every passenger in the vehicle. Do not allow students to drive. All drivers must be 21 years of age or over to transport students to and from activities. Situations do arise where approved drivers for offsite activities are not available. Often, the best, and only, solution is to have parents/guardians responsible to take and pick up the youth member from the activity site. Refer to Section IX: Automobile of this Manual for a more detailed discussion of transportation policies and procedures.

Planning

Make sure that all events are planned in detail and that everyone knows their part in the event. Transportation requirements are a very important part of your planning.

Training

Make sure that applications are used to screen both paid and volunteer persons and check references and backgrounds of individuals. Someone, either paid or volunteer, should have some Emergency First Aid training during any activity.

Documentation

Written records should be kept of all activities, including the where, what and when of the activity. Permission slips for all field trips and insurance forms on all vehicles should be kept for future reference. Accident reports should be filed immediately after any incident (see Appendix I.E).

Avoidance

Youth activities should avoid inherently dangerous activities (i.e. hot air ballooning, skiing, inner tubing, white water rafting, boating, skydiving, ropes courses, etc.) to limit the liability exposure. When your common sense creates doubt, contact Risk Management. Never allow drugs or alcohol during youth activities.

In summary, the 10 steps to a safe Youth Activity are as follows:

- Maintain good documentation.
- Screen and train your staff.
- Provide adequate staffing for the activity.
- Be prepared and know how to respond to an emergency.
- Avoid inherently dangerous activities.
- Continuously provide close supervision.
- Do not overcrowd a vehicle.
- Do not allow a student to drive. All drivers must be at least 21 years of age.
- All vehicle occupants must have and use seat belts.
- Always use permission slips.

The following pages contain applicable risk management information and field trip forms:

<u>Activity Release</u>: Activities that take place at the parish/school/organization location and do not involve transportation or overnight stays (Appendix VII.A)

<u>Field Trip Authorization</u>: Used for short day trips close to home that involve transportation (Appendix VII.B(1) – English version; Appendix VII.B(2) – Spanish version)

<u>Parental/Guardian Consent Form and Liability Waiver</u>. For overnight or longer activities or mission trips (Appendix VII.C(1) – English version; Appendix VII.C(2) – Spanish version

<u>Voluntary Release Form: Assumption of Risk and Indemnity Agreement</u>: Used for adult (18+) participants in the sponsored activities (Appendix VII.D(1) – English version; Appendix VII.D(2) – Spanish version)

<u>Field Trip Adult Liability Waiver</u>. For the adults accompanying minors in a supervisory capacity on an activity (Appendix VII.E)



ACTIVITY RELEASE FOR MINOR PARTICIPANT

Return Completed Form to Parish/School/Ecclesiastical Organization

Participant's Name:		<u> </u>
Birth Date:	Sex:	_
Parent/Guardian Name:		_
Home Address:		_
Home Phone:	Work/Cell Phone:	
l,		, grant permission for my child,
	, to pa	rticipate in the following activities:
As parent and/or legal guardian, I remain minor participant. I agree on behalf of myself, my child nan hold harmless and defend	agents, and the Archdiocese of De ed with the activities, from any claim ar connection with any illness or injury (i agree to compensate e Archdiocese of Denver, its employed ties for reasonable attorney's fees and ult of such injury or damage, unless such	enver, its employees and agents rising from or in connection with my including death) or cost of medical es and agents and chaperones, or expenses which they may incur in the chalm arises from the negligence
Signature:	Date:	
My child has the following restrictions and		
With the exception of the above, I hereby I assume all responsibility for the health of		dge, my child is in good health, and
Signature:	Date:	



LANZAMIENTO DE ACTIVIDAD MENOR PARTICIPANTE ACTIVITY RELEASE FOR MINOR PARTICIPANT

Favor de volver la forma de parroquia/escuela/organización eclesiastico

Nombre del participante:			
Fecha de nacimiento:	Sexo:		
Nombre del padre o tutor:			
Domicilio:			
Teléfono particular:	Teléfono del trabajo o celular:		
Yo,	,	, doy mi con	sentimiento para que
mi hijo(a),			
actividades:			
Como padre o tutor legal, sigo siendo legalmente reparticipante antes mencionado. Acepto en mi nombre, por mi hijo(a) mencionado(a) cor y comisionados, liberar de responsabilidad y abogar pos su cuerpo directivo, superiores, empleados y agentes, y o representantes asociados con las actividades, por comi hijo(a) en las actividades, o con respecto a cualquimédico en relación con eso, y acuerdo compensar a agentes, y la Arquidiócesis de Denver, sus emplea actividades por las cuotas y gastos legales razonables resultado de dicha lesión o perjuicio, a, o la Arquidióces	mo menor participante en el present or	npleados y ac en relación o la muerte) o , su cuerpo o representante cción entabla	herederos, sucesores gentes, acompañantes con la participación de costo por tratamiento directivo, superiores y es asociados con las da en su contra como
Firma:	Fecha: _		
Mi hijo(a) tiene las siguientes limitaciones o alergias: _			
Con la excepción de lo antes mencionado, por este m buena salud y asumo toda la responsabilidad por la sa		aber y entend	der, mi hijo(a) goza de
Firma:	Fecha:		



FIELD TRIP AUTHORIZATION

Return Completed Form to Parish/School/Ecclesiastical Organization

	n is planning an activity off the premises (a "Field Trip"). We welcome your child's participation in child may participate, we require that you review and sign this authorization. Please return this form
Parish/School/Organization: _	
Child's name:	
Destination and purpose of Fie	ld Trip:
Date and time of departure:	
Cost:	Method of transportation:
(or) I will transport my child to a	and from the destination:
Parent/Guardian Name:	
Home Address:	
	Business Phone:
	e that participation in the Field Trip involves inherent risks of injury to my child, including risks by motor vehicle. I acknowledge that this vehicle may be operated by a volunteer driver.
reasonably believes necessary such medical care. I understa	pervisor(s) of the Field Trip to authorize and consent to any medical care for my child that he or she y, including, but not limited to, hospitalization or surgery. I agree to pay any expenses related to nd and acknowledge that the Designated Supervisor(s) of the Field Trip will attempt to obtain my e authorizing or consenting to any medical care for my child if time and conditions permit.
	e that any medical expenses related to illness or injury to my child while on the Field Trip are not gram maintained by the Parish/School/Organization or the Archdiocese of Denver, and that I am expenses.
As parent and/or legal guardiar	n, I remain legally responsible for any personal actions taken by the above-named minor (child).
named Parish/School/Organiza and the Archdiocese of Denve with any illness or injury of Parish/School/Organization, its	child named herein, or our heirs, successors, and assigns, to hold harmless and defend the above- ation, its officers, directors and agents, chaperones, or representatives associated with the event, or from any claims arising from or in connection with my child attending the event or in connection for cost of medical treatment in connection therewith, and I agree to compensate the sofficers, directors and agents, chaperones, or representatives associated with the event, and the sonable attorney's fees and expenses arising in connection therewith.
	participation in the Field Trip. I have carefully read this Field Trip Authorization, and I understand nants and conditions set forth above.
Parent or Guardian Signature:	
Date:	Emergency Telephone Number:



AUTORIZACIÓN PARA PASEOS FIELD TRIP AUTHORIZATION

Favor de volver la forma de parroquia/escuela/organización eclesiastico

La Parroquia/Escuela/Entidad está planeando una actividad fuera de su local (un paseo). Nos gustaría que su hijo participara en el paseo, pero antes de que él pueda ir, es necesario que Ud. revise y firme esta autorización. Por favor, devolverla firmada antes de
Parroquia/Escuela/Entidad:
Nombre del niño:
Destino y razón del paseo:
Fecha y hora de salida:
Fecha y hora de regreso:
Supervisor:
Costo:
Medio de transporte:
(o) yo voy a llevar y traer mi hijo del paseo:
Nombre de los padres o custodios:
Dirección de la casa:
Teléfono de la casa: Teléfono del trabajo:
Yo entiendo y reconozco que la participación de mi hijo en el paseo trae consigo riesgos de daño para mi hijo, incluyendo riesgos asociados al transporte por vehículos motorizados. Yo reconozco que el vehículo puede ser manejado por un chofer voluntario.
Yo autorizo al(a los) Supervisor(es) del Paseo a autorizar y consentir cualquier tipo de cuidado médico para mi hijo, que él razonablemente considere necesario, incluido, pero no limitado a, hospitalización y cirugía. Yo estoy dispuesto a pagar todos os gastos relacionados a tal cuidado médico. Yo entiendo y reconozco que el(los) Supervisor(es) del Paseo tratará(n) de obtener mi permiso por teléfono antes de autorizar o consentir cualquier tipo de cuidado médico para mi hijo, si el tiempo y as condiciones lo permitan.
Como padre y/o custodio legal, yo permanezco responsable por cualquier acción personal realizada por el menor mencionado arriba (niño/a).
Yo acepto mi propia responsabilidad, la de mi hijo/a nombrado arriba, o nuestros herederos, sucesores y designados, para defender La Parroquia/Escuela/Entidad nombrada arriba, sus oficiales, directores y agentes, chaperones o representantes asociados al evento, y la Arquidiócesis de Denver de cualquier reclamo originados o en conexión con mi hijo que atiende al evento, o en conexión con cualquier enfermedad, daño o costo por tratamiento médico en dicha circunstancia, y me dispongo a compensar La Parroquia/Escuela/Entidad, sus oficiales, directores y agentes, chaperones o representantes asociados con el evento, y la Arquidiócesis de Denver por costos razonables de abogados y otros gastos originados en conexión con el evento.
Yo autorizo la participación de mi hijo/a en el Paseo. He leído cuidadosamente esta Autorización para Paseos, la entiendo y estoy de acuerdo con todas las alianzas y condiciones aquí establecidas.
Padre o custodio:
Fecha: Teléfono de emergencia:



PARENTAL/GUARDIAN CONSENT FORM AND LIABILITY WAIVER

Return Completed Form to Parish/School/Ecclesiastical Organization

Name of Minor ("Partici	oant"):	
Home Address:		
Home Phone:		Business Phone:
Parent(s)/Guardian(s) N	lame(s):	
I/we,		
		Or Guardian(s) Name
grant permission for my	/our child,	nt's Name
	arish/school/organization activity.	This activity will take place under the employees and/or volunteers'
	Parish/Sc	chool/Organization Name (Print)
A brief description of the	e activity follows:	
Type of event:		
Location(s):		
Individual(s) in charge:		
Duration of activity:		
Mode of transportation	to and from event:	
As parent(s) and/or le Participant.	gal guardian(s), I/we remain lega	ally responsible for any personal actions taken by the above-named
as any of its affiliated ag		s the Parish/School/Organization and the Archdiocese of Denver as well ts, directors, officers, employees, and volunteers from any and all claims e above-named Participant.
Signature: Pare	nt Or Guardian	Date:
Signature: Pare	nt Or Guardian	Date:



MEDICAL MATTERS

The Parish/School/Organization will take all reasonable and prudent care to see that confidentiality regarding the following information is maintained.

I/We hereby warrant that to the best of my/our knowledge, my/our child is in good health, and I/we assume all responsibility for the health of my/our child. I/We understand and acknowledge that any medical expenses related to illness or injury to my/our child are not covered by any insurance program maintained by the Parish/School/Organization or the Archdiocese of Denver, and that I/we am/are responsible for such expenses.

<u>Emergency Medical Treatment:</u> In the event of an emergency, I/we hereby give permission to transport my/our child to a hospital for emergency medical or surgical treatment. I/we wish to be advised prior to any further treatment by the hospital or doctor. In the event of an emergency, if you are unable to reach me/us at the above numbers, contact:

Name of Minor ("Participant"):
Sex: Birth Date:
Name of Parent(s)/Guardian(s):
Emergency Phone(s):
Family doctor: Phone:
Family Health Plan Carrier:
Policy #:
Allergic reactions (medications, foods, plants, insects, etc.):
Immunizations: Date of last tetanus/flu immunization:
Does Participant have a medically prescribed diet?
Any physical limitations?
Has Participant recently been exposed to contagious disease or conditions, such as mumps, measles, flu, chickenpox, etc.? If so date and disease or condition:
Other special medical conditions:
<u>Medications:</u> Participant is taking medication at present.
Yes No D



It is Participant's responsibility to bring all necessary medications, and to ensure they are clearly labeled. <u>Instructions from the Participant's family physician for these medications must be attached to this form.</u> The instructions must include the name, concise dosing directions, purpose of, and proper storage of and for <u>all</u> medications.

<u>NOTE:</u> Parish/School/Organization staff and volunteers WILL *not* administer ANY medications requiring the use of a syringe or other needle delivery system. Alternate accommodations for must be made for these circumstances and the parish/school/organization fully informed of the nature of such accommodations.

agents,	and the Ar	chdiocese	ed in the event it comes to the attention of the parish/school/organization, its officers, directors and of Denver, chaperones, or representatives associated with the activity that Participant experiences vomiting, sore throat, fever, diarrhea, etc.
Yes		No	
			on for the following non-prescription medication (non-aspirin products such as acetaminophen or ugh syrup, etc.) to be administered to the Participant, if deemed appropriate.
Yes		No	
			rpe, whether prescription or non-prescription, may be administered to my child unless the situation is by treatment is required.
Yes		No	
Signatur	e:		Date:
Signatur	e:	Parent Or 0	Date:



FORMULARIO DE CONSENTIMIENTO Y RENUNCIA DE RESPONSABILIDADES PARENTAL/GUARDIAN CONSENT FORM AND LIABILITY WAIVER

Favor de volver la forma de parroquia/escuela/organización eclesiastico

Nombre del Menor ("Partici	pante"):		_
Dirección:			
		Teléfono del Trabajo:	
Nombre de los Padres o Tu	itor:		
Yo / Nosotros,			
	Nombre de	e los Padres o del Tutor	
autorizo	a	mi	hijo,
,	Nombre de	el Participante	
a participar en esta activida	d de la parroquia/escuela/entid	dad. Esta actividad tendrá lugar bajo la	supervisión y dirección de los
empleados y/o voluntarios o	deNombre de	e la Parroquia/Escuela/Entidad	
Breve descripción de la acti	ividad:		
Localización:			
Como padre/s o tutor legal, arriba mencionado.	yo permanezco legalmente res	ponsable de cualquier acción personal ll	evada a cabo por el Participante
de Denver así como de cua	alquiera de sus agencias afilia	no actuar en contra de la Parroquia/Eso das ni sus respectivos agentes, directo ha por daño, pérdida, enfermedad o	res, funcionarios, empleados ni
Firma:Padre o Tutor		Fecha:	
Firma: Padre o Tutor		Fecha:	



ASUNTOS MÉDICOS

La Parroquia/Escuela/Entidad tendrá el máximo cuidado y prudencia sobre la confidencialidad de la siguiente información.

Yo/Nosotros garantizo que, por lo que a mí me consta, mi hijo goza de buena salud, y Yo/Nosotros asumo toda la responsabilidad sobre la salud de mi/nuestro hijo. Yo /Nosotros acepto que cualquier gasto médico relacionado con enfermedad o lesión de mi hijo no está cubierto por ningún seguro médico de la Parroquia/Escuela/Entidad y la Archidiócesis de Denver y que Yo/Nosotros soy responsable de dichos gastos.

<u>Tratamiento Médico de Emergencia</u>: En el caso de una emergencia, Yo/Nosotros doy permiso para transportar a mi/nuestro hijo a un hospital para una intervención o tratamiento de urgencia. Yo/Nosotros quisiera ser avisado antes de cualquier tratamiento llevado a cabo por el hospital o doctor. En el caso de una urgencia, si no es posible localizarme en los números arriba mencionados, contacten:

Nombre del Menor ("Participante"):	
Sexo: Fecha de Nacimiento:	
Nombre de los Padres / Tutor:	
Teléfono para Urgencias:	
Médico de Cabecera:	
Compañía de Seguro:	
Nº de Contrato:	
Reacciones alérgicas a (medicamentos, comidas, plantas	s, insectos, etc.):
Vacunas: Fecha de la última vacuna del tétano y de la gr	ripe:
¿Tiene el Participante alguna dieta especial prescrita por	el médico?
¿Alguna limitación física?	
¿Ha tenido o ha estado expuesto el Participante recientem varicela, etc.?	nente a alguna enfermedad contagiosa como: paperas, sarampión, gripe,
En caso afirmativo, añadir fecha y enfermedad:	
¿Cualquier otra condición médica?:	
Medicamentos: ¿Está el Participante actualmente tomar	ndo algún medicamento?



Es responsabilidad del Participante traer todos los medicamentos que necesite y asegurarse que estén perfectamente etiquetados.

<u>Debe incluirse en este formulario las instrucciones del médico de cabecera del Participante sobre estos medicamentos</u>. Las instrucciones deben incluir el nombre, direcciones concisas sobre la dosis, propósito del medicamento/s y forma de guardarlo/s correctamente.

<u>NOTA</u>: El personal de la Parroquia/Escuela/Entidad y los voluntarios <u>NO administrarán NINGÚN</u> medicamento que requiera el uso de una jeringa u otro sistema de inyección de agujas.

Se deben hacer provisiones alternativas para estas circunstancias y la Parroquia/Escuela/Entidad debe ser informada de dichas provisiones.

dichas p	rovisione	es.	
acompaña	antes o r	epresenta	contacten en el caso que la Parroquia/Escuela/Entidad, sus funcionarios, directores y agentes, antes asociados con la actividad, y la Archidiócesis de Denver, detecten que el Participante tiene peza, vómitos, dolor de garganta, fiebre, diarrea, etc.
Si		No	
			a presente a administrar al Participante medicamentos sin prescripción médica (productos sin aspirina ara la garganta, jarabe para la tos, etc. si lo estiman oportuno.
Si		No	
			ni hijo ningún medicamento ya sea prescrito o no a menos que haya un riesgo para su vida y sea emergencia.
Si		No	
Firma:	Padre o	Tutor	Fecha:
Firma:	Padre o	Tutor	Fecha:



VOLUNTARY RELEASE FORM ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Return Completed Form to Parish/School/Ecclesiastical Organization

PARISH/SCHOOL/ORGANIZATION:(Understood to include the Archdiocese of Denver)
(Understood to include the Archdiocese of Denver)
ACTIVITY PARTICIPANT OR FACILITY USER:
DATES OF ACTIVITY OF USAGE:
TYPES OF ACTIVITY OR USAGE:
The above-named Activity Participant or Facility User agrees to defend, protect, indemnify and hold harmless the above-named Parish/School/Organization against and from all claims arising from the negligence or fault of the above-named Activity Participant or Facility User or any of their agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above-named Activity or Usage at the above-named Parish/School/Organization.
Additionally, the above-named Activity Participant or Facility User agrees to protect, defend, hold harmless and fully indemnify the above-named Parish/School/Organization for any claim or cause of action whatsoever arising out of the above-mentioned Activity or Usage which takes place during the above-identified Date(s) of Activity or Usage that is brought against the Parish/School/Organization by the above-named Activity Participant or Facility User or their family members whether such claim arises from the alleged negligence of the Parish/School/Organization, its employees or agents or Activity Participant or Facility User's negligence. If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full force and effect.
I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND I ASSUME ALL RISK INHERENT IN THIS ACTIVITY. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THESE PROVISIONS.
OLONED DV
SIGNED BY:
NAME: (Please print):
DATE:,



FICHA DE DISPENSACIÓN VOLUNTARIA CONJETURA DE RIESGO Y ACUERDO DE COMPENSACIÓN VOLUNTARY RELEASE FORM

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Favor de volver la forma de parroquia/escuela/organización eclesiastico

PARROQUIA/ESCUELA/ENTIDAD:
(Incluyes la Arquidiócesis de Denver)
ACTIVIDAD, PARTICIPANTE O USO DE LOCAL:
FECHAS DE USO DE LOCAL:
TIPOS DE ACTIVIDAD A REALIZARSE:
La actividad, participante o uso de local mencionado en la parte superior acuerda en defender, proteger, asegurar y sostener no culpable a la Parroquia/Escuela/Entidad mencionada en la parte superior de todo reclamo que pueda surgir por negligencia o falla de la actividad, participante o uso de local arriba mencionado o alguno de sus agentes familia, oficiales, voluntarios, ayudantes, socio, miembros del comité organizador o asociados que pueda surgir de la actividad antes mencionada o por el uso del local en la Parroquia/Escuela/Entidad mencionada en la parte superior.
Además, la arriba mencionada actividad, participante, o uso de local, acuerda en proteger, defender, sostener no culpable e indemnizar totalmente la arriba mencionada Parroquia/Escuela/Entidad por cualquier reclamo o causa de acción, cualquiera que sea, que surja de la actividad o uso de local mencionada arriba que tuvo lugar dentro de la fechas mencionadas que pueda sentarse en contra de la Parroquia/Escuela/Entidad por la actividad, participante y uso del local arriba mencionado o sus familias ya sea si surge por la supuesta negligencia de la Parroquia/Escuela/Entidad, sus empleados o agentes o por negligencia de la actividad, participante, o uso de local Si cualquier porción de este acuerdo se encuentra inválido, se acuerda que en balance se continuará en toda su vigencia y efecto.
HE LEIDO ESTE DOCUMENTO Y ENTIENDO QUE ES LA DISPENSACION DE TODO RECLAMO. ENTIENDO Y ASUMO TODOS LOS RIESGOS INHERENTES EN ESTA ACTIVIDAD. YO FIRMO VOLUNTAREAMENTE EVIDENCIANDO MI ACCEPTACION DE ESTAS PROVISIONES.
FIRMADO POR:
NOMBRE:
DATE:



FIELD TRIP ADULT LIABILITY WAIVER

Return Completed Form to Parish/School/Ecclesiastical Organization

Each adult participant, including group leaders and chaperones, must sign this form.

I,	, agree on behalf of myself, my heirs, assigns,		
executors, and personal representatives, to hold harmless a	and defend		
Parish/School/Organization (Print)	, The Archdiocese of Denver, and its		
officers, directors, agents, employees, or representatives as loss or damage arising from or in connection with my partici	ssociated with the field trip from any and all liability claims		
In the event that I should require medical treatment and physicians or other medical personnel, I give permission for			
Please advise the doctors that I have the following allergies	:		
In case of an emergency and for permission for treatment b	eyond emergency procedures, please contact:		
Name:			
Relationship to me:			
Daytime Phone: Night time phone:			
Health Insurance Carrier:			
Insurance ID Number:	Insurance Policy Number:		
Signature	Date		



EXENCIÓN DE RESPONSABILIDAD PARA LOS ADULTOS QUE VAN AL PASEO FIELD TRIP ADULT LIABILITY WAIVER

Devolver la Forma Llena a la Parroquia/Escuela/Organización Eclesiástica

Cada adulto participante, incluyendo los líderes de grupo y acompañantes deben firmar esta forma.

Yo,, acepto en mi nombre, por mis herederos, Nombre completo (En letra de imprenta)
comisionados, albaceas y representantes personales, liberar de responsabilidad y proteger a
La Arquidiócesis de Denver, y su
, La Arquidiócesis de Denver, y su Parroquia/Escuela/Organización (En letra de imprenta)
cuerpo directivo, superiores, agentes, empleados o representantes asociados con el paseo por cualquier reclamo de responsabilidad, pérdida o perjuicio que obedezca a o en relación a mi participación en el paseo.
En caso que requiera tratamiento médico y no pueda comunicar mis deseos a los médicos a cargo u otro persona médico, doy mi consentimiento para que se administre el tratamiento de emergencia necesario.
Favor de comunicar a los médicos que padezco las siguientes alergias:
En caso de emergencia y para dar autorización de tratamiento más allá de los procedimientos de emergencia comunicarse con:
Nombre:
Relación:
Teléfono diurno: Teléfono nocturno:
Seguro médico:
Número de identificación del seguro:
Número de póliza del seguro:
Firma Fecha

USE OF CONTRACTORS

In accordance with <u>Pastoral Handbook</u> guidelines which must be followed, ALL contracts exceeding \$25,000 are to be submitted to the Office of Construction and Planning for review by the Director. This includes any contracts related to insurance claims.

Please refer to the <u>Pastoral Handbook</u> promulgated on November 2, 2010, Chapter 8: Building Property and Construction Project Guidelines.

Use of Volunteers

As a general rule, the use of volunteers to perform construction services is discouraged. Personal safety, as well as worker qualification issues, is a significant concern. Additionally, volunteer worker availability cannot be readily integrated into contractor scheduling. While the use of volunteers is not absolutely forbidden, requests for the use of volunteers for this purpose must be submitted to the Director of Construction and to Risk Management for approval before volunteers can be utilized on any construction project, preferably when the project is presented to the Project Finance and Review Committee for approval.

Service and Minor Maintenance Contracts

<u>The Small Contractor/Worker Hold Harmless/Indemnity Agreement</u> [Appendix VIII.A(1) or Appendix VIII.A(2)] should be used for all service work and minor maintenance under \$25,000 that does not require a full contract, but is agreed to by Purchase Order or Contractor's Bid Proposal.

Construction and Renovation Contracts

American Institute of Architects (AIA) Standard Documents should be used for all contracts for construction or renovation projects. Call the Director of Construction at the Chancery if you need AIA Document Forms. (These forms will be partially completed and will list all required insurance coverage.)

- Contractors, prior to commencing work, shall provide a certificate of insurance and a "Hold Harmless" agreement. No contracts should be signed without this.
- The Certificate of Insurance shall include the participating parish/school/ecclesiastical organization and the Archdiocese as an Additional Named Insured. Thirty (30) days written notice of cancellation or any material change in policy must be given to the Archdiocese of Denver.
- All Certificates of Insurance should be approved by <u>GGB.ArchdioceseDenver.Risk@ajg.com</u> prior to beginning work.

Insurance Coverage

 WORKERS COMPENSATION – In compliance with the Workers Compensation Law of the State of Colorado, in the case of individual contractors with no employees use the <u>Declaration of Independent Contractor Insurance Status</u> form in lieu of a Workers Compensation insurance certificate. This form and additional information can be found on the Pinnacol Assurance website at <u>www.pinnacol.com</u>. Follow the Colorado Workers' Compensation Act link to access the Download Forms menu.

- 2. GENERAL LIABILITY A minimum limit of liability per occurrence of \$2,000,000 combined single limit for bodily injury and/or property damage. The following minimum coverage shall be included:
 - a. Premises-Operations
 - b. Products/Completed Operations
 - c. Independent Contractors
 - d. Contractual Liability
 - e. Broad Form Property Damage
 - f. Personal Injury
- 3. AUTOMOBILE LIABILITY A minimum limit of liability per occurrence of \$500,000 combined single limit for bodily injury and property damage.
- 4. ARCHITECTS Any Architect(s) involved in planning or design work will be required to show evidence of \$1,000,000 (minimum) Architects Errors and Omissions coverage for the project.



SMALL CONTRACTOR/WORKER HOLD HARMLESS/INDEMNITY AGREEMENT

Return Completed Form to Parish/School/Ecclesiastical Organization

PARISH/SCHOOL/ECCESIASTICAL ORGANIZATION:	
_	(Understood to include the Archdiocese of Denver)
CONTRACTOR/WORKER:	
DATE – DURATION OF PROJECT:	
TYPE OF PROJECT:	

The above-named Contractor/Worker agrees to defend, protect, indemnify and hold harmless the above-named Parish/School/Ecclesiastical Organization and the Archdiocese of Denver against and from all claims arising from the negligence or fault of the above-named Contractor/Worker or any of their agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above-named Project at the above-named Parish/School/Ecclesiastical Organization.

Contractor/Worker agrees to provide a certificate of insurance to the Parish/School/Ecclesiastical Organization, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. Contractor/Worker also agrees to have the Parish/School/Ecclesiastical Organization named as an "Additional Insured" on its general liability policy for the Date – Duration Of The Project in the relationship to the Type Of Project for claims which arise out of Contractor/Worker operations or are brought against the Parish/School/Ecclesiastical Organization by Contractor/Workers' employees, agents, partners, family members, officers, volunteers, helpers, organizational members or associates. Contractor/Worker also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against the Parish/School/Ecclesiastical Organization.

If and only if Contractor/Worker fails to comply with the above (second) paragraph, then the above Contractor/Worker agrees to protect, defend, hold harmless, and fully indemnify the above-named Parish/School/Ecclesiastical Organization for any claim or cause of action whatsoever arising out of or related to the Project during the above identified Date — Duration Of The Project that is brought against the Parish/School/Ecclesiastical Organization by the above-named Contractor/Worker or his employees, agents, partners, family members, officers, volunteers, helpers, organizational members or associates, even if such claim arises from the alleged negligence of the Parish/School/Ecclesiastical Organization, its employees, or agents, or the negligence of any other individual or organization. If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

NO WAIVER OF SUBROGATION: Parish/School/Ecclesiastical Organization does not waive any rights of recovery against the Contractor/Worker, subcontractor or sub-subcontractor for any damages. Parish/School/ Ecclesiastical Organization and Contractor/Worker, subcontractor or sub-subcontractor do waive the right of recovery against each other for any damages covered under the Property Builders Risk or Boiler & Machinery coverage for which either party is responsible if that party does not have liability insurance to cover such damages and liability insurance has been maintained as required by this document.



Contractor/Worker and Parish/School/Ecclesiastical Organization agree that this addendum overrides any and all portions of previous agreements between Contractor/Worker and Parish/School/Ecclesiastical Organization that contain language in contradiction with this contract.

SIGNATURE OF CONTRACTOR/WORKER:	PARISH/SCHOOL/ECCLESIASTICAL ORGANIZATION:		
NAME: (Print)	NAME:(Print)		
TITLE: (Print)	TITLE:(Print)		
DATE:	DATE:		



CONTRATISTA/TRABAJADOR SOSTENGA INOFENSIVO/INDEMNIZACIÓN ACUERDO

Devolver la Forma Llena a la Parroquia/Escuela/Organización Eclesiástica

PARROQUIA/ESCUELA/ORGANIZACIÓN ECLESIÁSTICA:	
	(Entiéndase incluir a la Arquidiócesis de Denver)
CONTRATISTA/TRABAJADOR:	
FECHA – DURACIÓN DEL PROYECTO:	
TIPO DE PROYECTO:	

El Contratista/Trabajador antes mencionado acepta defender, proteger, indemnizar y liberar de responsabilidad a la Parroquia/Escuela/Organización eclesiástica antes mencionada y a la Arquidiócesis de Denver de todo y cualquier demanda que surja de la negligencia o culpa de dicho Contratista/Trabajador o cualquiera de sus agentes, parientes, ejecutivos, voluntarios, ayudantes, miembros de organización o asociados originadas durante el Proyecto antes mencionado en la Parroquia/Escuela/Organización eclesiástica antes mencionada.

El Contratista/Trabajador acepta entregar un certificado de seguro a la Parroquia/Escuela/Organización eclesiástica que evidencie una cobertura general de responsabilidad no menor de un millón de dólares (\$1,000,000) por evento. El Contratista/Trabajador también acepta incluir a la Parroquia/Escuela/Organización eclesiástica como "Asegurado adicional" en su póliza general de responsabilidad durante la Fecha – Duración del proyecto en cuanto al Tipo de proyecto por causa de demandas que surjan de las operaciones del Contratista/Trabajador o que se inicie contra los empleados, agentes, socios, parientes, ejecutivos, voluntarios, ayudantes, miembros de organización o asociados de la Parroquia/Escuela/Organización eclesiástica. El Contratista/Trabajador también acepta garantizar que esta póliza de seguro por responsabilidad será la principal en caso de una demanda cubierta o causa de acción contra la Parroquia/Escuela/Organización eclesiástica.

Si, y sólo si el Contratista/Trabajador no cumple con el párrafo anterior (segundo), dicho Contratista/Trabajador acepta proteger, defender, liberar de responsabilidad e indemnizar en su totalidad a la Parroquia/Escuela/Organización eclesiástica antes mencionada por cualquier demanda o causa de acción que surja de o en relación con el Proyecto durante la Fecha – Duración del proyecto identificada anteriormente que se inicie contra la Parroquia/Escuela/Organización eclesiástica antes mencionada por parte del Contratista/Trabajador antes mencionado o sus empleados, agentes, socios, parientes, ejecutivos, voluntarios, ayudantes, miembros de organización o asociados, incluso si tal demanda surge a partir de una supuesta negligencia por parte de la Parroquia/Escuela/Organización eclesiástica, sus empleados, agentes, o la negligencia de cualquier otra persona u organización. Si cualquier oración o párrafo en este acuerdo queda inválido, se acuerda que el resto del mismo continuará estando vigente legalmente en su totalidad.

SIN RENUNCIA DE SUBROGACIÓN: La Parroquia/Escuela/Organización eclesiástica no renuncia a ningún derecho de recuperación contra el Contratista/Trabajador, subcontratista o sub-subcontratista por cualquier daño. La Parroquia/Escuela/Organización eclesiástica y el Contratista/Trabajador, subcontratista o sub-subcontratista sí renuncian al derecho de recuperación contra la otra parte por cualquier daño cubierto bajo la cobertura de Riesgo de constructores de propiedad o la cobertura de Calentadores y maquinaria por el que cualquier parte sea responsable, si dicha parte no cuenta con seguro por responsabilidad para cubrir tales daños y el seguro por responsabilidad se mantiene y requiere en el presente.



El Contratista/Trabajador y la Parroquia/Escuela/Organización eclesiástica aceptan que este anexo prevalecerá sobre cualquier y toda parte de acuerdos previos entre el Contratista/Trabajador y la Parroquia/Escuela/Organización eclesiástica que contengan texto que contradiga este contrato.

FIRMA DEL CONTRATISTA/TRABAJADOR:	PARROQUIA/ESCUELA/ORGANIZACIÓN ECLESIÁSTICA:
NOMBRE: (En letra de imprenta)	NOMBRE:(En letra de imprenta)
TÍTULO:(En letra de imprenta)	(En letra de imprenta)
FECHA:	_ FECHA:





Declaration of Independent Contractor Status Form

According to the Colorado Workers' Compensation Act, a person is an independent contractor, not an employee, if both of the following statements are true.

- He/she is free from control and direction in the performance of the service (unless control is exercised under the requirement of any state or federal statute or regulation).
- He/she is customarily engaged in an independent trade, occupation, profession, or business related to the services performed.

The Colorado Workers' Compensation Act also outlines nine criteria (listed on page 2) to help determine whether or not the above statements are true. For an individual to be considered an independent contractor, he/she must meet only those criteria that are appropriate to the situation. He/she does not need to meet all of the nine criteria.

This Declaration of Independent Contractor Status Form documents the business relationship as defined in the Colorado Workers' Compensation Act. It is the responsibility of our policyholders and their independent contractor(s) to correctly and truthfully complete this form. Pinnacol Assurance will accept this form only when it is initialed where applicable, signed, and notarized by both parties. If you do not understand this form, do not sign it.

Please make copies of this form as needed. You should complete this form only once for each independent contractor for the lifetime of your Pinnacol Assurance policy or until the business relationship changes. This form is not valid unless the notarized original form is returned to Pinnacol Assurance. Keep one copy for your records and send the notarized original to:

Pinnacol Assurance P.O. Box 469011 Denver, CO 80246-9011

Call your Pinnacol Assurance underwriter at 303-361-4000 or 1-800-873-7242 if you have questions.

Declaration of Independent Contractor Status Form

	DER PENALTY OF PERJURY th	at: (name and trade name)			
performing (typ	e of work) or Federal Employer Identification				
Address:	or Federal Employer Identification		me:		
	nt contractor (IC) and is not an em			H):	
Address:			icy#	Phone:	
meet the follow	by OUR initials WHERE APPLIC ing criteria: 1. The business DOES NOT req				-
ICPH	(except that the individual may				ivices are performed
ICPH	 2. The business DOES NOT est plans and specifications regarding will be performed); 	ablish a quality standard f	or the individu	ual (except that the busin	
ICPH	_3. The business DOES NOT pay	y the individual a salary o	r an hourly rat	e instead of a fixed or co	intract rate;
ICPH_ IC PH	4. The business DOES NOT ten individual violates the terms of 5. The business DOES NOT pro	the contract or fails to pro	duce a result t	hat meets the specificati	
ICPH_	 5. The outsiness DOES NOT pro 6. The business DOES NOT pro supplied); 				d equipment may be
ICPH	 The business DOES NOT did agreeable work hours may be es 		ice (except tha	at a completion schedule	and a range of
ICPH	The business DOES NOT pay or business name of the individu	y the individual personally	instead of ma	aking payment or checks	payable to the trade
IC PH	9. The business DOES NOT con		ions in any wa	y with the individual's b	usiness operations
	instead of maintaining all such o	operations separately and	distinctly.		
THE INDEPENDENT CONTRACTOR UNDERSTANDS THAT HE/SHE: • WILL NOT BE ENTITLED TO ANY WORKERS' COMPENSATION BENEFITS IN THE EVENT OF INJURY. • IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ALL MONEY EARNED WHILE PERFORMING SERVICES FOR THE BUSINESS. • IS REQUIRED TO PROVIDE WORKERS' COMPENSATION INSURANCE FOR ALL WORKERS THAT HE/SHE HIRES.					
	ntractor Signature LORADO, COUNTY OF	Title	Social Se	ecurity #	
	sworn before me by		this	day of	,
			Commis	sion expires:	
NOTARY PUBLIC Acceptance of the Independent Contractor named on this form does not change any party's responsibility under the Workers' Compensation Act. If individuals or organizations hired or contracted by the Independent Contractor are not covered by other workers' compensation insurance, the policyholder specified on this form will be charged premium for coverage of those individuals or organizations.					
CERTIFICATION BY BUSINESS					
I certify that I am authorized by the business listed above to state that all of the information on this form is true and accurate. I understand that if the above person does not qualify for independent contractor status, the proper premium can be assessed.					
Signature			Title		
	LORADO, COUNTY OF				
	swom before me by		this	_day of	,





Formulario de Declaración de estado de contratista independiente

De conformidad con la Ley de Compensación a los Trabajadores de Colorado, se considera que una persona es contratista independiente y no empleado, si se cumplen las siguientes dos condiciones:

- El o ella está libre de control y dirección en la realización del servicio (a menos que se ejerza control de conformidad con lo estipulado en alguna disposición o estatuto estatal o federal).
- El o ella se dedica habitualmente a un oficio, ocupación, profesión o negocio independiente que se relaciona con los servicios prestados.

La Ley de Compensación a los Trabajadores de Colorado también detalla nueve criterios (que se indican en la página 2) que ayudan a determinar si las condiciones mencionadas anteriormente se cumplen o no. Para que una persona se considere contratista independiente, debe satisfacer sólo aquellos criterios que correspondan a su situación. No tiene que satisfacer los nueve criterios en su totalidad.

Este formulario de Declaración de estado de contratista independiente documenta la relación de trabajo, según se define en la Ley de Compensación a los Trabajadores de Colorado. Es responsabilidad de nuestros asegurados y de sus contratistas independientes contestar este formulario de manera correcta y veraz. Pinnacol Assurance aceptará este formulario sólo si va rubricado con iniciales donde resulte aplicable y está firmado y notariado por ambas partes. Si usted no entiende este formulario, no lo firme.

Puede sacar copias de este formulario si las necesita. Deberá llenar este formulario sólo una vez por cada contratista independiente durante toda la vigencia de su póliza de Pinnacol Assurance o hasta que cambie la relación de trabajo. Este formulario no será válido a menos que el original notariado se devuelva a Pinnacol Assurance. Conserve una copia para sus archivos y envíe el original notariado a:

Pinnacol Assurance P.O. Box 469011 Denver, CO 80246-9011

Si tiene alguna pregunta, llame a su asegurador de Pinnacol Assurance al 303-361-4000 ó 1-800-873-7242.

Declaración de estado de contratista independiente

Certificamos BAJO PENA DE COMETER PERJURIO que: (nombre	y nombre comercial)		
que realiza (tipo de trabajo)			
	T-1/6		
Dirección: es contratista independiente (CI) y no es empleado del siguiente asegu	Teletono:		
	Núm. de Póliza	Teléfor	20.
Dirección:	Iviani. de Ponza	leleloi	uo
También certificamos, firmando con NUESTRAS iniciales DONDE RESULT la persona antedicha presta servicios satisface los siguientes criterios: CI A 1. La empresa NO requiere que la persona trabaje EXCLU la persona puede DECIDIR trabajar sólo para la empresa CI A 2. La empresa NO establece una norma de calidad para la especificaciones relativos al trabajo, pero no puede super cómo se realizará el trabajo); CI A 3. La empresa NO paga a la persona un salario o una tarif CI A 4. La empresa NO da por terminado el trabajo o el servici incumpla los términos del contrato o no produzca un resu CI A 5. La empresa NO proporciona más que una capacitación CI A 6. La empresa NO proporciona herramientas o prestación CI A 7. La empresa NO estipula el tiempo de realización (salvo trabajo muntamente aceptable); CI A 8. La empresa NO le paga al individuo personalmente sin o de negocios de la persona; CI A 9. La empresa NO combina las operaciones comerciales de mantiene todas esas operaciones por separado y claramen	JSIVAMENTE en la em durante un periodo defir persona (salvo que la en visar el trabajo propiame a por hora en lugar de un o proporcionado durante ltado que satisfaga las es mínima a la persona; es a la persona (salvo que o que puede establecerse o que efectúa el pago o h le ningún modo con las o	oresa donde se pido); presa puede prote dicho o dar i a tarifa fija o co el período cont pecificaciones d puede suminis un calendario d ace los cheques	prestan los servicios (salvo que oporcionar planes y instrucciones a la persona sobre ontractual; tractual a menos que la persona del contrato; strar materiales y equipo); e terminación y un horario de s pagaderos al nombre comercial
EL CONTRATISTA INDEPENDIENTE ENTIENDE QUE: • NO TENDRA DERECHO A NINGUNO DE LOS BENEFICIOS DE LA COM • ESTÁ OBLIGADO A PAGAR TODOS LOS IMPUESTOS SOBRE LA REN INGRESOS QUE PERCIBA POR PRESTAR LOS SERVICIOS A LA EMPR • ESTÁ OBLIGADO A PROPORCIONAR EL SEGURO DE COMPENSACIÓ CONTRATE. Firma del Contratista Independiente	TA FEDERALES Y EST IESA. IN A LOS TRABAJADO	ATALES CON	RESPECTO A TODOS LOS
ESTADO DE COLORADO, CONDADO DE	,	3' 3	3-
Suscrito y jurado ante mí por	- Vancinian	díade_ to de la comis	
NOTARIO PÚBLICO	vencumen	to de la comis	1011.
La aceptación del contratista independiente mencionado en este formulario no mo Ley de Compensación a los Trabajadores. Si las personas u organizaciones contra otro seguro de compensación a los trabajadores, se cobrará al asegurado especifica organizaciones.	tadas o empleadas por el c	ontratista indepe	endiente no están cubiertas por
CERTIFICACIÓN DE LA EMPRESA			
Certifico que estoy autorizado por la empresa mencionada anteriorme formulario es veraz y precisa. Entiendo que si la persona antedicha no independiente, se establecerá la prima que corresponda.			
Firma ESTADO DE COLORADO, CONDADO DE	Puesto		
Suscrito y jurado ante mí por	al	día de	de
Section 1 Junior mare ma por	C1	TABLE THE PARTY NAMED IN	CAC.
	Vencimiento de la c	omisión:	

EMPLOYEE AND VOLUNTEER DRIVER REQUIREMENTS / APPROVAL

Driver selection is the single most important control in vehicle safety. Employers may be held liable for negligence to third parties for hiring or retaining an employee/volunteer driver if the employer should have known that an employee/volunteer was a potential risk to others.

Refer to the <u>Archdiocese of Denver Human Resources Employee Manual</u> for further information regarding what policies and procedures specifically apply to those employees for whom driving is defined as a part of their job duties.

CELLULAR PHONES

To promote safe driving, employees and volunteers should not use cell phones when operating a vehicle. Drivers should park whenever they need to use the cell phone, except in cases of emergency. State statute does not allow texting while driving by anyone except in emergency. Generally, stopping on the shoulder of the road is not acceptable since it may be hazardous.

ALL DRIVERS MUST MEET THE FOLLOWING QUALIFICATIONS

- Have a valid driver's license appropriate for the vehicle type (refer to the "Vehicle Types and Licensing Requirements" discussion in this section);
- Be a minimum of 21 years of age;
- Have a safe driving history and record as determined by the results of a Motor Vehicle Record Check request submitted to Risk Management;
- Complete the FirstNet Learning online defensive driving course and provide a copy of the Certificate of Completion (refer to the <u>Online Training Instructions</u>, Appendix IX.E);
- Exhibit responsible driving habits:
- Abide by the Drug and Alcohol Policy set forth in the Employee Handbook;
- All occupants and drivers MUST wear seat belts at all times while the vehicle is in motion.

AUTOMOBILES BELONGING TO MEMBERS OF THE PUBLIC

The Archdiocese recommends that employees and volunteers be instructed to **not** drive motor vehicles that belong to others in connection with events or business. Car washes and valet parking operated by parishes/schools/ecclesiastical organizations are some examples of the types of operations where motor vehicles belonging to others may be operated. Car washes should be arranged so that patrons drive their own cars. Valet parking should be avoided unless it is operated by contractors who provide evidence of insurance and the required Additional Insured endorsements. Please contact GGB.ArchdioceseDenver.Risk@ajg.com for assistance in such cases.

VOLUNTEER DRIVERS OF PRIVATELY-OWNED VEHICLES

Under Colorado Motor Vehicle Code, the owner of the vehicle is responsible for insuring the vehicle. Therefore, insurance coverage for privately owned/operated motor vehicles is **not** provided to employees, parishioners, or volunteers (including coaches or parents of school children) using personally owned vehicles. Since the owner's auto insurance is primary, consideration should be made to obtain coverage that exceeds the statutory minimum limits. They should review their personal automobile insurance policies and discuss the most appropriate levels of coverage with their insurance agent. The insurance policies they purchase are for their protection.

Approval Procedures Required

- Submit a clear copy of their driver's license to Risk Management for an MVR;
- Submit a clear copy of their automobile insurance card to GGB.ArchdioceseDenver.Risk@ajg.com – check that the coverage is not expired or the policyholder address in a state other than Colorado;
- Have them complete the appropriate "<u>Volunteer Driver Agreement</u>" form [Appendix IX.A(1) or Appendix IX.A(2)];
- Have them complete the FirstNet Learning online defensive driving course and provide you with a copy of their Certificate of Completion (refer to the <u>Online Training</u> Instructions, Appendix IX.E);
- If they will be driving children or youth on field trips, retreats, etc., they must complete Safe Environment Training. You can check with the Office of Child and Youth Protection Services if you need further information on these policies and procedures.

EMPLOYEE AND VOLUNTEER DRIVERS OF PARISH/SCHOOL/ECCLESIASTICAL ORGANIZATION-OWNED VEHICLES

Approval Procedures Required

- Complete the "<u>Approval Application Form for Drivers of 14-Passenger or Smaller Vehicles</u>" (Appendix IX.C) and submit the completed form to GGB.ArchdioceseDenver.Risk@ajg.com
- Have them provide you with a clear copy of their current Driver's License and keep it in the parish/school/ecclesiastical organization files;
- Have them complete the FirstNet Learning online defensive driving course and provide you with a copy of their Certificate of Completion (refer to the <u>Online Training</u> Instructions, Appendix IX.E);
- If they will be driving children or youth on field trips, retreats, etc., they must complete Safe Environment Training. You can check with the Office of Child and Youth Protection Services if you need further information on their policies and procedures.

The following Additional Requirements apply:

- Driver must be a group sponsor, leader, or parent of one of the organizations designated to use the vehicle;
- Driver must complete the "<u>Volunteer Driver Agreement for Parish/School/ Ecclesiastical</u>
 <u>Organization Vehicle</u>" (Appendix IX.B).

DRIVERS OF VEHICLES TRANSPORTING 16 OR MORE PERSONS

Approval Procedures Required

- Have the Driver complete the "<u>New Bus Driver Application</u>" (Appendix IX.D) and provide you with clear copies of the items requested on the form;
- Forward clear copies of the form and all of its required paperwork to GGB.ArchdioceseDenver.Risk@ajg.com for an MVR;
- Provide <u>GGB.ArchdioceseDenver.Risk@ajg.com</u> with a complete description of the vehicle(s) the Driver will be operating;

- The Driver is required to provide and maintain a current Department of Transportation physical certificate (not to exceed two years);
- The pre-hire Department of Transportation Drug Test may be taken at a Concentra Medical facility and evidence of test needs to be provided to GGB.ArchdioceseDenver.Risk@ajg.com.

(The parish/school/ecclesiastical organization is responsible for any cost);

- Both the Driver and his or her Supervisor need to be trained on Department of Transportation Drug and Alcohol Testing Policy. The Driver will be subject to random drug and alcohol testing every year (note: unless the Driver is already employed as a driver elsewhere and is covered by that Employer's program, the cost for the random drug test is the responsibility of the parish/school/ecclesiastical organization);
- The Driver must complete an Annual minimum of six hours of training;
- A first aid certificate is required every three years (including CPR);
- Have the Driver complete the Safe Environment Training you can check with the Office of Child and Youth Protection Services if you need further information on their policies and procedures;
- Each day that the vehicle is driven, the <u>Pre-Trip Inspection Form for Vans and Buses</u> (Appendix IX.F) needs to be completed (note: an annual DOT inspection of all school buses must be performed this can be done at a professional shop, or at the inspections customarily offered at a reduced fee following the presentation of the Risk Management training seminars);
- Evacuation drills should be done at least twice a year for daily school routes.

VEHICLE TYPES AND LICENSING REQUIREMENTS

Employee and Volunteer Regular Class "R" License Applies To:

- Regular passenger vehicle such as sedan, SUV, pickup, etc.
- 9 or less passenger van
- 14 passenger Activity Bus

Employee and Volunteer Commercial Driver "CDL" License Applies To:

16- to 60-Passenger Vehicle: Class C

61-Passenger or Greater Vehicle: Class B

Additional Requirements For Drivers Of Vehicles Transporting 16 Or More Persons

Effective 11/30/2008, the State of Colorado enacted legislation requiring an "S" Endorsement for any CDL Driver transporting "parochial or any other type of pre-primary, primary, or secondary students from home to school, from school to home or to and from school sponsored events" in a school bus.

A "P" Endorsement is also required for any CDL Driver transporting adults and their families:

- * Class C = P1
- * Class A or Class B = P2

The State penalty for drivers who improperly drive without a CDL when so required is a possible fine of up to \$2,500. In extreme cases, the fine can be as high as \$5,000 and 90 days

in jail. Employers are subject to these penalties as well if they knowingly allow a worker to operate a commercial motor vehicle without the proper license.

CHARTERED VAN / BUS REQUIREMENTS

Before any trips may be taken requiring our students, teachers, parents and/or chaperones to be transported on a chartered bus/van requested and secured from a transportation company, a written background check reflecting the driver(s) motor vehicle record and criminal record, if any, for each bus or van driver who will be driving must be utilized. A certificate of insurance should also be obtained, with liability limits of \$1,000,000 to \$5,000,000 depending on the size of the group transported.

VAN / BUS POLICY

- Note: Effective August 1, 2002, new or used 10 to 15 passenger vans can no longer be purchased, leased, or utilized for the purpose of transporting passengers by any parish/school/ecclesiastical organization.
- Seat(s) cannot be removed from a 10 to 15-passenger van to reduce capacity.
- Nine passengers or less cannot be transported in a 15-passenger van to qualify for a 9-passenger van.
- Nine-passenger vans (or smaller) can continue to be used for parish/school/ecclesiastical organization functions. When counting passengers, the driver is included.
- All vans can be used for maintenance or other non-passenger carrying functions because the driver and front seat passenger have the same protection as other vans.

Due to the lack of safety features built into the vehicle, parishes/schools/ecclesiastical organizations should not own or operate motor coach buses.

Drivers of all vehicles, especially buses, need to be aware of the difference in handling of the vehicle when loaded. Some of the techniques on managing this risk include:

- Avoid sharp turns unless speed is kept low.
- Avoid abrupt maneuvers.
- Only use high-quality tires with good tread and maintain proper tire air pressure.
- Keep the fuel tank full.
- Fill front seats first.
- Never place any cargo on the roof rack.
- Make sure all passengers are buckled up. Their safety in a small vehicle is built around the belt system.
- Downshift the transmission when traveling downhill to keep from overheating your vehicle brakes.

MAINTENANCE

Reliable vehicles are equally as important as qualified drivers in the quest for safe transportation. Failure to provide or maintain quality vehicles for transporting people can be a primary reason for a tragic accident.

Equip vehicles with basic safety kits such as a set of emergency triangles (flares are no longer legal), jumper cables, flashlight, first aid kit, tools to change a tire, ice scraper in winter, extra set of keys, fire extinguisher, etc.

Maintain the vehicle as you would your own car

- Colorado state law requires that you keep a current auto insurance identification card and registration in your vehicle at all times.
- Keep in your glove compartment a folder containing a copy of the "Report of Automobile Accident" form along with a pencil or pen.
- Daily check fluids, tires, lights, signals, wiper blades, seat belts, hoses, brakes, horn, mirrors, etc.
- Notify your supervisor of any problems.
- Fill the vehicle with gas when 1/4 tank or below. Do not bring the vehicle back empty.
- Clean all materials, waste paper, pop cans, etc. out of the vehicle when you come back.

RECORD KEEPING

Requirements for all owned buses and vans

- A detailed annual vehicle safety inspection is required for all vehicles and these records need to be maintained. A certified Department of Transportation (DOT) inspection is required on all buses over 16 capacity.
- A mandatory pre-trip inspection is to be performed each day the van/bus is used.
 Records of these inspections are to be maintained.
- A preventative maintenance inspection should be conducted every six months to find problems not discovered during the pre-trip inspection.
- Keep annual driver training records of all drivers.
- Keep accident records so that they can be analyzed to determine accident trends and causes.
- Keep maintenance file of all repairs, work orders, etc., even replacing lights.
- Keep contracts with an outside transportation company.
- Keep copies of any field trip releases. Before a student or youth may participate in any field trip, one parent or guardian must sign the appropriate release as discussed in Section VII: Youth Activities.

ACCIDENT INVESTIGATION

Employees must report any accident, theft, damage, breakdown, or mechanical problem involving a parish/school/ecclesiastical organization vehicle or a personal vehicle used on parish/school/ecclesiastical organization business to their supervisor, regardless of the extent of damage or lack of injuries. These reports must be made as soon as possible but no later than 24 hours after the incident. Employees/volunteers are expected to cooperate fully with authorities in the event of an accident. However, they should not make any statements other than in reply to questions of investigating officers.

Report the accident to the employee's supervisor within 24 hours and complete and submit to Gallagher Bassett Services, Inc. the *Report of Automobile Accident* form (Appendix I.D).

What to do in Case of an Accident

- Check for injuries and administer first aid where possible.
- Do not move the vehicle.
- Have a responsible person call the police.
- Protect the accident scene with a set of emergency triangles or reflectors, which should be placed a minimum of 100 feet either direction from the accident.
- Keep children calm and in the vehicle unless danger of fire exists.
- Obtain information from other driver(s) and witnesses, including names, addresses, telephone numbers, driver's license number, vehicle license plate, description of vehicles and other party(s) insurance company and policy number.
- Do not admit liability the insurance company will investigate and determine whether there is liability on our part.
- Do not leave the accident scene until told to do so by the police.
- Be sure to get the accident report number from the police.
- If the accident involves a 16 passenger or greater bus, the driver must comply with the Department of Transportation Drug and Alcohol Testing Policy.

SAFETY TIPS

The demands of safe driving are constantly changing. To be a safe driver, one must be aware of everything that is happening around them in order to have as much time as possible to react.

- Obey all traffic laws. Motor vehicle laws are enacted for your safety. Take advantage of their protection.
- Every driver should have a practice run in the vehicle they will drive prior to the actual trip.
- Prior to the trip, discuss with the drivers any plans for handling emergencies. How to handle bad weather or driving conditions? If traveling in a caravan, what will the signal be if someone needs to stop immediately?
- Every driver needs written directions (including a map and phone number) to the destination. Also include money needed for gas or tolls and any special instructions about the trip, such as planned stops to eat or use the restrooms.
- If possible, fuel vehicles only when passengers are not on board.
- Emergency evacuation procedures need to be explained before leaving on a trip.
- Children under 8 years of age must ride in an approved child or booster seat.
- Make sure everyone in your vehicle buckles up. More than 9,000 lives could be saved each year in the U. S. alone if we all did. Most crashes occur at speeds below 40 mph. If you are unbelted in a crash at the slow speed of 30 miles per hour, you can hit the windshield with the same impact as if you'd jumped from a three-story building. Safety belts keep you inside the vehicle during a crash. If you are ejected, you are four times more likely to be killed. Less than one-half of one percent of injury-producing crashes involves fire or submersion. But if fire or submersion occurs, you're more likely to be unhurt, alert and capable of escaping quickly if you are wearing a safety belt.

- The driver should never consume food or drink while the vehicle is moving. Wait until you come to a stop to change the music, take a bite or a sip, or talk on the cell phone.
- The vehicle should not be overloaded.
- There should never be any smoking in the vehicle.
- Safety considerations include the availability of sidewalks, safe crossings at intersections and safety from physical attack.
- Maintaining a safe following distance also minimizes the braking and acceleration needed. Leave at least four seconds of space between you and the vehicle ahead.
- Take extra care when backing up. If you do not have a clear field of vision, have someone help guide you.
- Slow down speeding is one of the leading causes of fatal accidents.
- Take extra care when fatigued or stressed.
- If a vehicle becomes disabled, either have all occupants stay in the vehicle or leave the vehicle and stay well away from the vehicle at a safe distance. Never stand behind a disabled vehicle. Many drivers and passengers have been injured because they stood around or behind a disabled vehicle and were struck by other vehicles.
- Perform passenger check-ins and check-outs to ensure no one is left behind.
- Note: Aggressive driving is a traffic offense or combination of offenses such as following too close, speeding, unsafe lane changes, failure to signal intent to change lanes, and other forms of negligent or inconsiderate driving.



VOLUNTEER DRIVER AGREEMENT

Return Completed Form to Parish/School/Ecclesiastical Organization

l,		, do hereby affirm that the following statements are true:		
I have	a valid driver's license which has not been suspend	ed or revoked during the past five years.		
	rstand that as a volunteer driver, my insurance is po the State of Colorado and do carry with me at all til	rimary. I have in full force and effect automobile liability insurance mes proof of such insurance.		
	not been convicted of or pleaded guilty to driving unc during the past five years.	der the influence of alcohol, driving while ability impaired, or reckless		
	tarily accept responsibility to provide transportation, as I agree to:	and I accept responsibility for the safety of my passengers, and a		
1.	Use and insist that all passengers use seatbelts;			
2.	Drive carefully within established speed limits an	d driving conditions;		
3.	Keep my vehicle in safe operating condition;			
4.	Never drink any alcoholic beverages or take any drug which may inhibit my driving ability within eight (8) hours before transporting any passengers; and			
5.	Obey all traffic laws.			
		Signature of Driver		
	Date	dignature of Driver		
	I have a copy of proof of insurance for the driver	named above		
	That's a copy of proof of mourance for the driver	named above.		
	I have a copy of the valid driver's license for the	driver named above.		
	Date	Attested by Pastor or Supervisor		



ACUERDO DE CONDUCTOR VOLUNTARIO VOLUNTEER DRIVER AGREEMENT

Favor de volver la forma de parroquia/escuela/organización eclesiastico

Yo,	,, aquí declaro que lo siguiente es verdadero.					
Tengo	o una Licencia válida que no ha sido	suspendida o revocada durante los cinco últimos años.				
	endo que como conductor voluntario, movilístico y llevo conmigo en todo m	mi seguro es primordial. Tengo en toda su vigencia y efecto seguro omento prueba de dicho seguro.				
	e sido condenado o declarado culpabl capacidad, o manejo imprudente dur	e por conducir bajo la influencia del alcohol, conducir en estado deterioro rante los últimos cinco años.				
	cepto voluntariamente la responsab ridad de mis pasajeros y estoy de acc	ilidad de proporcionar transporte, y acepto la responsabilidad por la uerdo en todo momento en:				
1.	Usar e insistir que todos los pasa	jeros usen cinturones de seguridad.				
2.	Manejar con cuidado dentro de lo	os límites de velocidad y condiciones de manejo.				
3.	Mantener mi vehículo en optimas	condiciones de operación.				
4.	Nunca beber bebidas alcohólicas las 8 horas previas a transportar	o tomar medicina que pueda inhibir mi habilidad de conducir dentro de cualquier pasajero; y				
5.	Obedecer toda ley de tránsito.					
	Fecha	Firma del conductor				
	Tengo una copia del comprobant	e de seguro del conductor mencionado anteriormente.				
	Tengo una copia de la licencia de	e conducir valida para el conductor mencionado anteriormente.				
	Fecha	Atestiguado por el Párroco o Supervisor				



VOLUNTEER DRIVER AGREEMENT FOR PARISH/SCHOOL/ECCESLIASTICAL ORGANIZATION VEHICLE

Return Completed Form to Parish/School/Ecclesiastical Organization

l, _	do hereby affirm that the following statements are true:						
1.	I have a valid Colorado driver's license which has not been suspended or revoked during the past five years.						
2.	I have not been convicted of or pleaded guilty to driving under the influence of alcohol, driving while ability impaired, or reckless driving during the past five years.						
	oluntarily accept responsibility to provide transportation, and, I accept responsibility for the safety of my passengers, and, at times, I agree to:						
1.	Use and insist that all passengers use seatbelts;						
2.	Drive carefully within established speed limits and driving conditions;						
3.	Notify the parish/school/ecclesiastical organization immediately if the vehicle I am driving is not in safe operating						
	condition;						
4.	Never drink any alcoholic beverages or take any drug which may inhibit my driving ability within eight (8) hours before transporting any passengers; and						
5.	Obey all traffic laws.						
	Date Signature of Driver						
	I have a copy of proof of insurance for the driver named above.						
	I have a copy of the valid driver's license for the driver named above.						
	Date Attested by Pastor or Supervisor						



APPLICATION FORM FOR DRIVERS OF 14-PASSENGER OR SMALLER VEHICLES

Parish / School / Ecclesiastical Org.	Loc. #	Driver Last Name	First Name	Volunteer	Birth Date	Lic. # / State	

- 1. COMPLETELY fill in all information and submit to GGB. ArchdioceseDenver. Risk@aig.com. Always notify the Parish/School/Ecclesiastical Organization Business Manager/Administrator of any new drivers you are submitting for approval.
- 2. Drivers submitted for approval must be a minimum of 21 years of age; 24 years of age or older is preferred since they generally have more experience and knowledge.
- 3. An approved driver with a Class R driver's license can drive vehicles seating up to 14. Approval for all other license classes must be coordinated with Risk Management and the Parish/School/Ecclesiastical Organization Business Manager/Administrator.
- 4. All drivers with a Class R (Regular) driver's license must complete the online defensive training in order to be approved, and every three (3) years thereafter so long as they are a volunteer driver. Training for all other license classes must be coordinated with Risk Management and the Parish Business Manager/Administrator.
- 5. For volunteers driving their own vehicle, keep a copy of their current valid driver's license and insurance card in the Parish/School/Ecclesiastical Organization file. Risk Management may request a copy of these documents if any problems anse. Have them sign the appropriate Volunteer Driver Agreement and keep a copy in the file as well.
- 6. For volunteers driving parish-owned vehicles, keep a copy of their current driver's license in the parish/school/ecclesiastical organization file. Have them sign the Volunteer Driver Agreement for Parish-Owned Vehicles and place a copy in the file as well. Risk Management may request a copy of these documents if any problems arise.
- 7. CONSULT RISK MANAGEMENT FOR POLICY PROCEDURES & GUIDELINES PRIOR TO RENTING ANY VEHICLE(S) FOR EVENT(S)



NEW BUS DRIVER APPLICATION

Return Completed Form to Parish/School/Ecclesiastical Organization

PARISH/SCHOOL/ECCLESIASTICAL ORGANIZATION APPLYING TO:

ADDRESS:						
ATTENTION:						
APPLICANT NAME:						
VOLUNTEER _	(<i>F</i>	Attach copy of ap	plicable Vo	lunteer Driv	er Agree	ement form)
EMPLOYEE _	н	IRE DATE:			_	
DATE OF BIRTH:					_	
SOCIAL SECURITY NUM	IBER:				=	(Attach copy of SSN Card)
CDL LICENSE NUMBER:					=	(Attach copy of License)
DESCRIPTION OF VEHIC	CLE INDIVIDUAL WILL E	BE DRIVING:			_	
CURRENTLY EMPLOYE	D BY ANOTHER FIRM?	Yes		_	No	
IF YES, EMPLOYER NAM	ИЕ:					
	ADDRESS:					
	_					
UNDER CURRENT DRUG	G & ALCOHOL TESTING	G POLICY/PROG	SRAM?	Yes		No
DATE OF LAST DOT PHY	YSICAL:				(At	ach copy of Certificate)
ANY MEDICAL RESTRIC	TIONS? Yes		No		_	
IF YES, BRIEF DESCRIP	TION:					
CPR CERTIFICATION CU	JRRENT?	Yes		No _		(Attach copy of Card)
IF NO, DATE PLAN TO T	AKE RECERTIFICATIO	N COURSE:				
DATE OF LAST DRIVER	TRAINING COURSE:				_ (At	ach copy of Certificate)
SAFE ENVIRONMENT TO	RAINING COMPLETED?	?	Yes		_ DA	TE:
No	Date Scheduled To	Attend:				

I hereby authorize	to ob	otain a criminal background
check and motor vehicle report for	the purpose of evaluating my suitability for employment or vol	unteer services. I understand
that this application and all other in	nformation obtained during the approval process will be sent	to the Archdiocese of Denver
for approval by Risk Management.		
Applicant Signature:		
Phone Number:		
Date:		

ONLINE TRAINING INSTRUCTIONS

Below is the updated link to the FirstNet Learning website:

http://firstnetcampus.com/kaw3/entities/archden/logon.htm (do NOT enter www)

- BOOKMARK THIS PAGE so you can go back to it anytime you want.
- If you are a new user, press "New user registration." If you have a user name and password, then login.
- From the Location drop down box, enter your location (parish, etc.), then press "Continue."
- On the Registration page, create a user name: Enter your First Name Initial + Last Name (example, for Tom Jones enter TJones). (If a message appears saying user id already in use, then try First Initial + Middle Initial + Last Name).
- Create a password. Write down your user login and password for future use.
- Fill in your first name, last name, e-mail, select question, type in answer, phone, and phone extension.
- **IMPORTANT!** Please be sure you input the LOCATION correctly (for example, Light of the World, or John Paul II Center, etc.). **Please do not enter your home address**. Entering the correct location is how we *track and give credit* to anyone taking a course online.
- For volunteers, enter personal e-mail address; for employees, enter work e-mail address.
- Click on "Submit Information."
- Once registered, click the "Login" button and login. The main page will have a
 photograph of a woman sitting at a table. There is a link to the lower left of her
 photograph the link says, "Click Here to Enroll." Clicking the link will produce a list of
 courses. Select course needed from the list and follow the instructions.
- You may complete a course in phases, if you wish, or from beginning to end in one sitting if time allows. If you choose to take it in phases, you will receive a prompt to continue where you left off once you re-select it from the *My Courses* tab on your next login.
- You must have an 80% or better to successfully complete the course. You will not be given credit for that course until you have completed it successfully.

PRE-TRIP INSPECTION FORM FOR VANS AND BUSES

Return Completed Form to Parish/School/Ecclesiastical Organization

An inspection should be performed each time the vehicle is used. Check each item unless it is defective. Record defects at the bottom of this sheet. Report defects to your administrator or pastor for prompt correction.

Parish/Sch	ool/Organization:	
Date: _	Odometer	Reading:
Step One:	Walk-up	Notes
	Check for flat tires, missing valve caps, worn or damaged ti	res
	Check for any new exterior damage	-
Step Two:	Equipment Check	
	First aid kit Fire extinguisher Registration / Insurance I.D. Card and Insurance Accident R Blanket and snacks (for Winter Breakdowns) Spare tire	Kit
	Tire jack, include block of wood on which to place jack Emergency Triangles Snow Chains	
Step Three	e: Interior Check	
	Test horn Test wipers and washer fluid Check for seat belt damages Buses – Check Seat Backs for damage, stability, loose/prof Open/check emergency door (if applicable) All switches operating properly Sun visors/shields in place Dashboard clear of movable items/objects Fuel level adequate Oil pressure Parking Brake functioning properly	truding parts
Step Four:	Exterior Check	
	Check headlights, signals, brake lights and hazard lights Hood latched All mirrors functional Windshield clear and clean (not excessively cracked) Exhaust system hanging properly Fuel cap in place Check under vehicle for fluid leakage Check under vehicle for axle damage Check brake fluid and power steering fluid	
Defect / da	images noted:	
	action taken:	
Signature:		



REPORT OF AUTOMOBILE ACCIDENT

Notify Gallagher Bassett Services, Inc. at 844-529-8284 Immediately

	PARISH/SCHOOL/ORGANIZAT	ION:					
	ADDRESS:						
	PHONE #:		E-MAIL:				
	DATE OF ACCIDENT: (MM/DD/YYLLOCATION OF ACCIDENT: (INCLUDE CITY/STATE)		TIME OF ACC	CIDENT:			
	WERE THE POLICE CONTACT	ED?			YES		NO
	IF YES, WHICH JURISDICTION	?	RE	:PT. #:			
N N M	VEHICLE: YEAR	MAKE	VIN				
<u> </u>	DRIVER:		EMPLOYEE:		YES		NO
VEHICL	PHONE #:		WERE THERE ANY INJURIES?		YES		NO
	IF YES, PLEASE DESCRIBE:						
	WAS VEHICLE DAMAGED?				YES		NO
	IF YES, DESCRIBE DAMAGE:						
	IS THE VEHICLE DRIVABLE?				YES		NO
	IF NOT, WHERE IS IT LOCATE	D?					
:							
	OWNER OF OTHER VEHICLE	OR PROPERTY:					
	DRIVER OF OTHER VEHICLE:						
	INSURANCE CO.:		POLICY NO.:				
	VEHICLE: YEAR	MAKE	PLATE N	0.:			
0	WAS OTHER VEHICLE DAMAG	GED?			YES		NO
Z W	IF YES, DESCRIBE DAMAGE:						
VEHICLE NO	WERE THERE ANY INJURIES?				YES		NO
三 	IF YES, PLEASE DESCRIBE:						
	WITNESSES / PASSENGERS:						
	REPORTED BY:						
	PHONE #:		DATE:				_
	· · · · · · · · · · · · · · · · · · ·	·				·	

Page 2 of 2

REPORT OF AUTOMOBILE ACCIDENT DESCRIBE WHAT HAPPENED IN YOUR OWN WORDS. (YOU MAY USE DIAGRAMS IF NECESSARY)				

MANDATORY TRAINING

Defensive Driver

Employees or volunteers who will be driving either parish/school/ecclesiastical organizationowned vehicles or their own vehicles on behalf of the parish/school/ecclesiastical organization must initially complete the online defensive Driver training course and retake the course every 3 years thereafter.

CDL Certified School Bus Drivers are required to take 6 hours of instructor-led training every year.

<u>Asbestos</u>

The Federal Occupational Safety and Health Administration (OSHA) and Colorado regulations require that all maintenance and custodial employees take mandatory annual asbestos training.

There are two levels of required training. The appropriate level required for an individual is determined by his or her specific job duties:

Asbestos Awareness

This 2 Hour training is required annually for employees performing *only* operations and custodial duties.

This course should be taken by all employees involved with building services, such as maintenance or cleaning (custodial/janitorial). Its purpose is to introduce the employee to the topic of Asbestos-containing materials, and to acquaint them with how to recognize whether Asbestos is present if they encounter it, how to avoid it, how to protect themselves, and who to notify of the situation.

School principals need to take this course as well, in addition to their building services employees.

Asbestos Awareness certification must be renewed every year.

Asbestos Operations and Maintenance

This level of training consists of either 16 Hour Initial Training or 6 Hour Annual Refresher Training.

Operations and Maintenance training is required for all maintenance employees who may be working with or disturbing asbestos-containing materials (replacing ceiling or floor tiles, pipe work in boiler rooms, etc.)

Operations and Maintenance training certification must be renewed every year.

Bloodborne Pathogens

OSHA requires all employees whose employment exposes them in some way to potentially infectious materials to undergo training. OSHA places the responsibility on the employer to

determine whether any employees must be protected under the Standard. The Standard covers employees who are designated by their employers as being responsible for rendering medical assistance as part of their jobs. We need to be cautious, since it is easy to overlook jobs that are covered by the Standard. Jobs to consider are those where employees may be required to clean up spills of human blood or other potentially infectious materials, or to handle items like sponges or rags that have been used to clean up such spills.

Some examples of employees who may require training are:

- Teachers and Coaches
- At least one person in the School Office
- Nurses and Health Care Workers
- Day Care and Pre-School or After-School Care Workers
- Maintenance or Custodial Staff
- Security
- Mortuary
- Directors of Religious Education

Administrators and Principals may also want to complete training in order to better understand how the Standard must be applied.

Hazard Communication

This course should be taken by all employees who are involved with building services, such as maintenance, custodial, janitorial, and housekeeping. It is designed to convey information about hazardous substances, particularly those contained in everyday cleaning agents used by maintenance and cleaning personnel. It also covers the topics of insecticides and pesticides. Proper labeling, handling, and record keeping procedures are presented.

Primary building services employees such as Maintenance, Grounds, or Operations Supervisors/Superintendents and designated Hazard Communication Program Administrators must attend in person every two years the Hazard Communication Seminar coordinated by Risk Management.

TRAINING RESOURCES

Instructor-Led Seminars

- ▶ CDL Driver Training 6 Hour, Annual
- Asbestos Operations and Maintenance Certification (English) 16 Hour, Annual
- > Asbestos Operations and Maintenance Refresher (English) 6 Hour, Annual

Online

A listing of available courses and associated training requirements can be found on the following page:

>	Asbestos Awareness New employees must take within 30 days of hire	AS09	Mandatory - Annual
>	Back Safety	BS09/BS60	
	Bloodborne Pathogens	BP09	Mandatory – Annual
	New employees must take within 30 days of hire		•
>	Confined Space Entry	CS09	
>	Defensive Driving	DV79/DD60	Mandatory – Every 3 Years
>	Drug-Free Workplace Orientation	DF09	
>	Electrical Safety	ES09	
>	Emergency and Disaster Preparedness	EP09	
>	Entrada en Espacios Reducidos	CS40	
	(Confined Space Entry)		
>	Equipo de Protección Personal	PE40	
	(Personal Protective Equipment)		
>	Fall Protection	FF09	
>	Fire Prevention	FP09	
>	Forklift Safety	FS60	
>	Forming Effective Safety Committees	FC09	
>	Hand and Finger Safety	HF09	
>	Hand and Power Tool Safety	HT09	
>	Hazard Communication	HC12	Mandatory
	New employees must take within 30 days of hire		
>	Hearing Conservation	HP09	
>	HIPAA Privacy for Healthcare Plans and Employers	HZ09	
>	Introduction to OSHA	IO10	
>	Job Safety Analysis for Supervisors	JA09	
>	Ladder and Scaffolding Safety	LA09	
>	Lockout/Tagout Training	LT09	
>	New Employee Safety Orientation	NE03	Mandatory, First 30 Days of hire
>	Office Safety	OF09	
>	Personal Protective Equipment	PE09	
>	Preventing Slips, Trips, and Falls	ST60	
>	Protección Respiratoria (Respiratory Protection)	RP40	
>	Resbalone Tropezones y Caidas	ST40	
	(Slips, Trips, and Falls)		
>	Respiratory Protection	RP09	
>	Safety Awareness for Seasonal Employee6s	SA11	
>	Safety Data Sheets	MS60	
>	Workplace Ergonomics	ER60	
>	Workplace Violence	WV0	

Computer (PC-Based PowerPoint)

- > Bloodborne Pathogens (English, Spanish)
- > Hazard Communication (Spanish)

Contact Risk Management for any questions regarding training required and options available.

