

## Guidelines for overnight Housing for Children and Youth

1. In consideration for receiving permission to participate in the Program (Include Name of the sponsoring parish/Mission/ youth organization and location, and the Title of the program)

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the aforementioned institution or the St. Thomas Syro-Malabar diocese or any of its subsidiaries, and hold them harmless the organizers or their heirs, sponsors, managers, or any officials associated to the institution where the event is organized, the institution itself or any other appointed supervisor from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or our use of the facilities contracted by the said institution, WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I am fully aware of the risks and hazards connected with the activities described in the attached brochure. I understand that the said institution or the St. Thomas Syro-Malabar diocese or any of its subsidiaries does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such an activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age or am the parent/legal guardian of the participant(s)

\_\_\_\_\_\_ and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. I hereby agree and affirm that by signing I acknowledge that this my sole identity and have not falsely signed under a different name.

# PARTICIPANT / LEGAL GUARDIAN (IF THE PARTICIPANT IS UNDER 18 year of age.

#### Circle those are applicable:

1. I have signed this Waiver and Agreement under seal on this

\_\_\_\_\_\_ day of \_\_\_\_\_\_, 2016 on behalf

of my Son/Daughter

- 2. I understand that My son/daughter and the supervisors of the above program would strictly follow the guidelines set up by the Diocese
- 3. I hereby give permission to my son /daughter to act as a group leader, facilitator, referee, captains trainers or night supervisor
- 4. I permit my son/daughter to stay overnight in a public or private proprietary facility approved by the Diocese to house such gatherings under the public regulations with proper supervision of miners by VIRTUS trained and background checked adults. Housing of the minors is subjected to the guidelines set up by the Protection of Minors program of the diocese as attached herewith.
- 5. I permit my son/daughter to stay in private homes where the conditions set below in Section 3.1 and 3.2 of the Guidelines/ Requirements for overnight stay.

(Signature)

Guardian for :
1
2
3

# **Guidelines/Requirements for Overnight Accommodations for Programs Serving Minors**

1. Leadership shall:

a. Seek to assure that rooms at a retreat center or hotel/motel empty into interior halls that are lighted and secure.

b. Seek hotels/motels with security officers on staff.

c. House minors together according to gender.

d. Ensure no adult rooms with a minor unless the two are related.

e. Make rooming lists available to the chaperone's and the hotel security officer.

f. Take care to ensure a safe environment for showering, bathing and dressing. Adults and minors shall do these activities at different times and, when possible, in different locations.

g. Secure signed parent permission form which outlines the exact nature of the activity and location prior to leaving on a trip. This includes day and overnight trips.

h. All drivers, (Volunteers or otherwise) would have to have a copy of their driver's license and insurance card on the vehicle submitted to the Leader of the program for filing. They are also expected to take an on-line safe driving course in the particular state

# i. All chaperones and room supervisors are VIRTUS trained and background checked as per the diocesan regulation for the protection of the minors and youth

j. All children under the age of 18 will be instructed in age appropriate touch safety instructions at the beginning of the program, retreat, or other activities.

k. For travel outside the country, it is highly recommended that world-wide travel insurance coverage is purchased 30 days prior to travel.

1. Maintain a roster of all the attendees with addresses, contact phone numbers, and health issues including the medications the minor will have to use during the program a copy of this will be made available to all chaperons. Other drugs, and substances of abuse including alcohol is not allowed in the programs.

# 2. Dorm and Large Room Facility Settings

In addition to the above, in dorms or other large room facility settings where multiple participants are lodging overnight, a minimum of two adults are permitted to lodge in the same room as same-gender minors. They are encouraged to use the beds closest to the door and farthest away from minors.

# **3.** Housing of a minor in a private home or facilities not approved for such purposes by the State Government Veteran Administration or Military installations

3.1 Under special circumstances, the Pastor/Mission Director/ Diocesan Youth & Formation Director can allow the overnight stay of a minor above the age of 12 in private homes when absolutely felt safe, where the sections referred to in the paragraph 3.2, 3.3 and 3.4 is satisfied.

**3.2** Follow guidelines in section 1: c, d, f, g, h, i, j, k, l (Section 1 I: There should be at least one chaperone above the age 18 in each housing unit with the qualifications in this section where a minor is housed.)

**3.3** The minor should have access to phone/cell phone for communication when the parents are not staying with them.

3.4 A list of all occupants with the occupying house identified for each of the housing unit should be kept by the pastor/mission director/ youth director permanently and sent to the diocesan office on completion of the program with incident reports, if any.

**4.** Indoor and outdoor courts swimming facilities, Public bath rooms etc. shall be inspected prior to the start of the program with the view of child's safety and inspected every morning.

5. Supervision of all technical devices regarding pornography is the responsibility of all supervisors and directors.

6. Supervisors and directors must check for any instrument of violence such as, guns, knives, sharp items, etc.