

Youth Program Liability Waiver and Media Release

Name of youth participant _____ Age _____

Name of parent/guardian _____

ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY FOR YOUTH PROGRAMS

PROGRAM: [insert program name]	ACTIVITY: [insert general activity description]
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Please read this Acknowledgement of Risk and Waiver of Liability for Youth Program carefully and in its entirety; it is a binding legal document.

Return signed forms to [Insert Program Name/Address]: _____

By signature, with full knowledge of the facts and circumstances surrounding the ACTIVITY, I acknowledge my child's participation in the ACTIVITY may expose him/her to actions, events, and environments that may be hazardous to his/her person and/or property. I acknowledge that I am solely responsible for any action that my child may participate in associated with this ACTIVITY or around this ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY.

I have adequate applicable insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my child's participation in the ACTIVITY, or otherwise understand that I am solely responsible for any medical costs that may directly or indirectly result from my child's participation in the ACTIVITY. I understand that there may be participant insurance available for some camps/clinics and if so, that information will be shared with me for processing and handling of any claims.

I will indemnify and hold the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon University System and Oregon State University, its employees, directors, officers, and agents (hereafter referred to as UNIVERSITY) harmless with respect to any and all claims, injuries, and costs associated with my child's participation in this ACTIVITY.

It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse, the members of my family and my estate, heirs, administrators, personal representatives and assigns. I further agree to save and hold harmless, indemnify and defend the UNIVERSITY from any claim by the aforementioned parties arising out of my participation in the ACTIVITY.

I recognize and acknowledge that the UNIVERSITY makes no guarantees, warranties, representations, or other promises relative to the ACTIVITY, and assumes no liability or responsibility for injury or property damage that my child may sustain as a result of participation in the ACTIVITY.

I further understand and agree that this is a release of liability and indemnity agreement, and it is intended to be as broad and inclusive as permitted by law. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

SIGNATURES

In signing this Acknowledgement of Risk and Waiver of Liability I hereby acknowledge and represent: (a) that I have read this document in its entirety, understand it, and sign it voluntarily; and (b) that this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital. Further, I certify that I am the parent or legal guardian of the above-named participant in the ACTIVITY. On behalf of myself and my spouse, partner, co-guardian or any other person who claims the participant as a child. I acknowledge that my child and I have agreed to the terms and conditions of my child's participation in the ACTIVITY, and I hereby give my consent to participation by my child in the ACTIVITY, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend the UNIVERSITY from and against all claims, demands or suits that my child has or may have.

DATE _____ SIGNATURE _____

(continued from previous page)

MEDIA RELEASE

I recognize and acknowledge that UNIVERSITY may record my child's participation and appearance in ACTIVITY on any recorded medium (including, but not limited to video, audio, photos) for use in any form. I authorize such recording and release UNIVERSITY to use my child's name, likeness, voice, and biographical material to exhibit or distribute such recordings in whole or part without restrictions or limitations for any educational or promotional purpose. No signature below represents my choice to opt out of this media release.

DATE _____ SIGNATURE _____
(ORM Rev. 12.04.12)

Example Youth Program Volunteer and Staff Code of Conduct

This Code of Conduct is an example that Hatfield Marine Science Center (HMSC) uses to state expected professional relationships between staff and children. It includes staff/staff interactions as well as staff/children interactions. The care and safety of other people's children is our number one priority. Your safety as staff, volunteers and program participants is of equal importance to us. Your signature on this document is acknowledgment that you understand the contents and are in complete agreement.

1. At no time during a program may any staff, volunteer or program participant be alone with a single child where they cannot be observed by others. As staff supervise children, they should space themselves in a way that other staff can see them. Do not isolate a single child for discussion or discipline unless you are clearly visible in a public area.
2. Staff must never leave a child alone and unsupervised.
3. Bathroom supervision of children must always occur with another staff member or group chaperone within sight or hearing distance. Do not enter these areas when in use by a child of the opposite sex except when summoned in an emergency. Do not enter these areas when in use by a single child of any sex without others present.
4. Staff must not abuse children including:
 - Physical abuse- to strike, spank, shake, slap
 - Verbal abuse- to humiliate, intimidate, threaten
 - Sexual abuse- to inappropriately touch or speak
 - Mental abuse- to shame, withhold kindness, be cruel
 - Neglect- to withhold food, water, basic care such as medical or bathroom needs
5. Staff will respect a child's right not to be touched in ways that make them feel uncomfortable. Children are not to be touched between their waist and knees, front and back and the chest for a girl.
6. Staff should use positive techniques of behavior management, including redirection, positive reinforcement, and encouragement. Physical restraint is used only when necessary to protect the child or other children from harm, and must be documented with your supervisor and director.
7. Staff will respond to children, other staff and parents with respect and consideration and treat all children equally regardless of gender, race, religion, sexual orientation, economic background, or any type of physical or mental ability.
8. Staff members will refrain from intimate displays of affection towards other staff in the presence of children, parents, and staff.
9. Staff must appear clean, neat, and appropriately attired at all times. So that staff may be distinguished from guests, staff are required to wear staff shirts, vests, or their name badge while working.

10. Using, possessing, or being under the influence of alcohol, or illegal drugs during working hours is prohibited. The use of prescription drugs that may impair your judgment during working hours is also prohibited; see your supervisor so that your shift may be covered if you require them.
11. Smoking or use of tobacco in the presence of children or participants is prohibited.
12. Profanity, inappropriate jokes, and sharing intimate details of your personal life in the presence of children, or participants are prohibited. Doing such with other staff is unprofessional and always is at risk of being overheard.
13. Staff members must be free of contagious conditions that may adversely affect any child's physical or mental health and must not act in any way that adversely affects a child's physical or mental health. See your supervisor if you are too sick or stressed to work. And, please contact the Office of Equity and Inclusion if you have a physical or mental disability and believe you need reasonable accommodation to safely and effectively perform your duties.
14. Staff members will portray a positive role model for youth by maintaining an attitude of respect, loyalty, patience, courtesy, tact, and maturity.
15. Staff members may not be alone with children they meet in OSU programming outside of OSU work. This includes babysitting, tutoring, sleepovers, inviting children to your home or taking them places. Any exceptions require a written explanation before the fact and are subject to the supervisor's knowledge and approval. Parents or guardians requesting your services directly should be referred to your supervisor.
16. Giving children personal contact information, including, but not limited to social networking websites, personal e-mail or home addresses and phone numbers is prohibited, unless exempted in writing by your supervisor.
17. Posting photos or info about children without parent or guardian permission is prohibited.
18. Staff members must not transport children in their personal vehicle in their job duties.
19. Under no circumstances should staff release day camp children to anyone other than the authorized parent, guardian, or other adult as documented by the parent or guardian on file.
20. Staff members are required to immediately report any instances of child abuse or neglect, whether at home, or during OSU programming to their supervisor. Suspicion or concerns about the possibility of abuse should also be reported to your supervisor. Your supervisor will make the call to the local Youth and Family Services.
21. In the event that a child discloses that they have been abused, listen to them but under no circumstances can you tell them that you will not disclose the information that they gave you. Ask no questions of any kind and recite the following four statements:
 - Thank you for telling me
 - I believe you
 - You have done nothing wrong
 - I will get help for you (not I will help you)