



Risk Management and Insurance Manual

FY25

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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 considering 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

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



- The Mullen Home Trust
- AOD Cemeteries Perpetual Care 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.
- Seeds of Hope of Northern Colorado, Inc.
- Cabrini Teaching Fellows
- Bridge Community

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 Lockton 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, general liability, excess automobile insurance, umbrella liability, directors' and officers' liability, sexual misconduct liability, and errors and omissions liability. In addition, the Archdiocese of Denver maintains insurance policies outside of the group program insuring crime coverage, excess workers' compensation, automobile liability, excess liability, cyber liability, terrorism coverage.

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 Archdiocese of Denver's Insurance Broker, Lockton Companies.

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, builder's risk insurance, general liability, automobile insurance, crime coverage, umbrella liability, directors' and officers' liability, morality liability, worker's compensation insurance, 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	All claims except equipment breakdown Gallagher Bassett Services, Inc. Phone – 1.844.529.8284 Email: tnwclaims@tnwinc.com Archdiocese of Denver client number: 000049 Equipment breakdown/boiler and machinery claims Travelers Phone – 800.238.6225 Fax – 877.784.5329 cc: Lockton Companies Phone – 303.414.6000 Fax – 303.773.9776
Workers' compensation injury counselor	Phone – 833.934.2729 Email: AoDinjuryCounselor@lockton.com
Boiler inspections	Email: boilinsp@travelers.com Phone – 800.425.4119
Automobile & liability certificates of insurance	Lockton Companies Email: Dencerts@Lockton.com CC: ArchdioceseOfDenver@lockton.com
Property certificates of insurance	Gallagher Email: miami.bsd.Diocese.Request@ajg.com CC: – ArchdioceseOfDenver@lockton.com
General Risk management questions	Lockton Companies



	Email: ArchdioceseOfDenver@lockton.com Phone – 303.414.6000
GotSafety	Email: Shelbi@gotsafety.com
Director of Safety and Security	Email: Deacon.Daly@archden.org



I. Insurance coverage and claims reporting

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. Claims submitted more than two years after the damage occurred will not be eligible for depreciation reimbursement.

Property insurance also covers the personal property of priests up to \$50,000, subject to a \$500 deductible. Higher limits are available on an individual basis for an additional charge (contact ArchdioceseOfDenver@lockton.com).

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

Retention

\$5,000 with exception of wind/hail deductible – claims over \$1M are subject to 3% of total insured value

UPDATES (BUILDINGS OR CONTENTS ADDITIONS/DELETIONS)

To report any changes in property or contents status, please email ArchdioceseOfDenver@lockton.com. Insurance carriers require quarterly reporting of value changes with the exception of additions or deletions valued at \$1,000,000 or greater, which must be reported immediately for coverage to apply. All building additions or deletions, regardless of value, should be reported to Lockton Companies via the property reporting form.

CLAIMS

1. Theft and vandalism losses must be reported to the local law enforcement agency immediately upon discovery.
2. Obtain photographs of the damage.
3. 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.
4. Report the claim. Complete and submit to Gallagher Bassett Services, Inc. the report of property damage form (Appendix I.B).

Gallagher Bassett Services, Inc.

Email – tnwclaims@tnwinc.com

Phone – 844.529.8284

Fax – 800.748.6159



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, including unfired pressure vessels and equipment designed and built to operate under pressure or vacuum.

Retention

\$50,000

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).

Travelers

Phone – 800.238.6225

Fax – 877.784.5329

cc – Lockton Companies

Phone – 303.414.6000

Fax – 303.773.9776



Fine arts

COVERAGE

Coverage is provided for objects of arts of every nature including paintings, murals, statues, carvings, sculptures, stained glass, antique rugs, unique or rare sacred vessels, vestments & other liturgical objects and other unique and historic property.

Retention

\$1,000 except \$2,500 for vandalism

Valuation

Current market value at the time of loss; or the amount you agreed to insure prior to a loss for property of others on loan to you.

CLAIMS

- Theft and vandalism losses must be reported to the local law enforcement agency immediately upon discovery.
- 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.

AXA XL

Email – WEBFNOL.NA@axaxl.com

Phone – 212-297-6547

cc: Shannan Smith at Shannan.Smith@lockton.com



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.

Retention

\$25,000

CLAIMS

- Crime losses must be promptly reported to the local law enforcement agency immediately upon discovery.
- Obtain photographs of the damage, if applicable.

Report the claim. Complete and submit to Gallagher Bassett Services, Inc. the report of property damage form (Appendix I.B).

Lockton Companies

Email – Deanna.Cook@lockton.com

Phone – 303.414.6218

CYBER COVERAGE

Coverage

Protection is provided for first party loss (i.e., security breaches, cyber extortion, data restoration) and third-party liability (i.e., privacy liability, network security liability, regulatory) to protect against cyber risk. Coverage includes legal fees and expenses, IT forensics, and notification of customers about a breach involving their sensitive information, such as credit card numbers, account numbers, etc. In addition, the insurance carrier can help with recovering compromised data and repairing damaged computer systems.

Retention

\$75,000

Claims

- In the event of a suspected cyber event, please contact AoD Risk Management/IT or Lockton as soon as possible.
Deanna.Cook@lockton.com
303.414.6218
- Resilience Claims Service also provides a network of external experts to ensure that the right capabilities and resources are available to deal with cyber events including discovery, investigation and response and recovery.
 - Resilience Hotline 24/7 – 1-302-722-7236 or Claims@CyberResilience.com



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 \$5,000 per person/\$25,000 per occurrence 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

Coverage is excluded for bounce houses, water slides or similar type apparatus. If a parish contracts with a vendor to provide these types of apparatus, coverage will not be provided, and any claim payments will not be made by the Risk Management and Insurance Trust.

Restricted and prohibited activities: contact ArchdioceseOfDenver@lockton.com for restricted activities

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

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 hesitate to call 911 if the injury is severe.
 1. Do not admit liability – the insurance company will investigate and determine whether there is any liability on our part.
 2. Obtain the name, address, and telephone number of the injured person or person claiming damages.
 3. Obtain the names and contact information of any witnesses.
 4. Obtain photographs of the accident site.
 5. Note what occurred, as well as the nature of the injuries or property damage.
 6. Report the incident by submitting the **report of injury/accident form** to Gallagher Bassett Services, Inc within 24 hours of occurrence.



7. If a lawsuit or summons is served, report to Gallagher Bassett Services, Inc.

Gallagher Bassett Services, Inc.

Email – tnwclaims@tnwinc.com

Phone – 844.529.8284

Fax – 800.748.6159



Nonprofit 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 immediately upon discovery.

Gallagher Bassett Services, Inc.

Email – tnwclaims@tnwinc.com

Phone – 844.529.8284

Fax – 800.748.6159



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. Vehicles rented from a third party with a driver are not covered by this policy.

Retention

Comprehensive – \$5,000

Collision – \$5,000

Auto liability – no deductible

UPDATES (VEHICLE ADDITIONS/DELETIONS)

To report any vehicle additions or deletions, please complete and submit to ArchdioceseOfDenver@lockton.com a copy of the update form for changes in covered vehicles (Appendix I.C).

CLAIMS

1. See that any needed medical assistance is provided immediately. Call 911 if people need medical assistance.
2. 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).
3. Do not admit liability – the insurance company will investigate and determine whether there is liability on our part.
4. Exchange insurance and contact information with the other driver. If a driver refuses to share their license or insurance information with you, call the police to get a report.
5. Take photos of damage and surrounding areas. Note weather, time of day and sun location.
6. Obtain the names and contact information of any witnesses.
7. Report the claim. Complete and submit to Gallagher Bassett Services, Inc. the report of automobile accident form (Appendix I.D) within eight (8) hours of the accident.

Gallagher Bassett Service, Inc.

Email – tnwclaims@tnwinc.com

Phone – 844.529.8284

Fax – 800.748.6159



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. Seminary students from other diocese are not covered under this policy, and any injuries should be referred to their home diocese.

Retention

\$5,000

CLAIMS

All workers' compensation information can be found on the Knowledgebase page on the Mission Support website. Please refer any workers' compensation (WC) questions to 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. Injuries should be reported no later than end of work shift. Managers should take photos of the area where the employee was injured and complete an accident investigation within forty-eight (48) hours of the injury occurring.

Gallagher Bassett Service, Inc.

Email – tnwclaims@tnwinc.com

Phone – 844.529.8284

Fax – 800.748.6159

A workers' compensation Injury Counselor will contact the injured employee once notified of the claim. The Injury counselor will work closely with the treating physician, the insurance adjuster, and most importantly, the injured employee.

Injury Counselor

Email – AODInjuryCounselor@Lockton.com

Phone – 833.934.2729



Student volunteer accident

Coverage

Covered persons include all authorized volunteers, enrolled full-time students including interscholastic athletes, intramural sports participants, student coaches, student managers and student trainers.

Coverage provides accidental death and dismemberment, and accident medical expense benefits up to \$50,000 per covered person. **Please note, this coverage applies excess of any coverage carried by or on behalf of the student or volunteer such as medical insurance.**

CLAIMS

- Written notice of a claim must be provided to the carrier within 60 days after a covered loss.
- Insurer will provide forms for filing proof of loss once notice is received.
- Benefits will be paid directly to the covered person or their beneficiary upon receipt of proof of loss.
- Claims should be reported utilizing the HSR Claim forms and emailed or faxed to the contact info included on the form. The Student Claim form can be found on page __, and the Volunteer Claim form is on page __.

**STUDENT CLAIM FORM**

1. Please fully complete this form
2. Attach itemized bills (UB04 or HCFA-1500 form)
3. Mail, Email or Fax to HSR

Email: K12claims@hsri.comP.O. Box 250649
Plano, Texas 75025-0649
Payer ID# 65449Phone: (972) 512-5600 Fax: (972) 512-5818
Toll Free (866) 409-5734

Underwritten by Everest Reinsurance Company

School District: Archdiocese of Denver

School Name: _____

Student ID #: _____

Policy Number: AHP1200035-241

PART I – POLICYHOLDER'S REPORT

1. Claimant's Name (injured/ill person)		2. Social Security Number		3. Gender <input type="checkbox"/> M <input type="checkbox"/> F	4. Date of Birth	5. E-Mail
6. Address of Injured Person					7. Phone Number (include area code)	
8. Parent/Legal Guardian Name, Address, City, State & Zip					9. Phone Number (include area code)	
10. Date of Accident/Illness		11. Time of Accident <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		12. Place where Accident Occurred		13. Date of First Treatment
Dental Claims	14. Indicate which Teeth were Involved in the Accident			15. Describe Condition of Injured Teeth Prior to Accident: <input type="checkbox"/> Whole, Sound, and Natural <input type="checkbox"/> Filled <input type="checkbox"/> Capped <input type="checkbox"/> Artificial		
16. Type of Injury (Indicate Part of Body Injured – e.g., broken arm, sprained ankle, etc.)				Did Injury Result in Death? <input type="checkbox"/> Yes <input type="checkbox"/> No		
17. Describe How Accident Occurred or the Nature of the Illness – Give all possible details						
18. Which Best Describes the Activity: <input type="checkbox"/> Play or practice of interscholastic sports <input type="checkbox"/> During lunch hour <input type="checkbox"/> Athletic period <input type="checkbox"/> Not school related <input type="checkbox"/> In school bus <input type="checkbox"/> On school property during school hours <input type="checkbox"/> P.E. class <input type="checkbox"/> School sponsored field trip <input type="checkbox"/> School sponsored activity during school hours <input type="checkbox"/> Traveling to/from school <input type="checkbox"/> ROTC activity						
19. Name of Person Supervising the Activity				20. If engaged in an Interscholastic Sport at the time of the injury, what was the sport?		
Signature of Parent/Legal Guardian: X _____ Date: _____				Signature of School Official: X _____ Date: _____		

PART II – OTHER INSURANCE STATEMENT

Do you/spouse/parent have medical/health care or is the Claimant enrolled as an individual, employee or dependent member of a Health Maintenance Organization (HMO) or similar prepaid health care plan, or any other type of accident/health/sickness plan coverage through your employer or other source on you or, if applicable, does your son/daughter have health care coverage as a dependent from your previous marriage as mandated in a divorce decree? ☐ Yes ☐ No

If Yes, name of insurance company _____ Policy # _____
Name of insurance company _____ Policy # _____
If applicable, claimant's primary employer name, address, and phone number _____
If applicable, mother's primary employer name, address, and phone number _____
If applicable, father's primary employer name, address, and phone number _____

IF OTHER INSURANCE OR HEALTH CARE PLANS EXIST, PLEASE SUBMIT COPIES of their EXPLANATION OF BENEFITS along with your claim.**IF NO OTHER INSURANCE or HEALTH PLAN EXISTS, PLEASE READ & SIGN BELOW.****I agree that should it be determined at a later date there is insurance (or similar), to reimburse HEALTH SPECIAL RISK, INC., or the insurance company to the extent of any amount collectible.****New York Fraud Warning Notice: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance, or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any material fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.**

Signature of Parent/Legal Guardian: X _____ Date: _____	Signature of Witness: X _____ Date: _____
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PART III – AUTHORIZATION TO PAY BENEFITS TO PROVIDER

I hereby authorize medical payments to be made directly to doctor(s), hospital(s), or indicated provider(s) of service(s) in connection with this claim. (If not signed submit proof of payment)

SIGNATURE _____ DATE _____

I hereby authorize any insurance company, hospital, physician or other person who has attended or examined the claimant to disclose when requested to do so, all information with respect to any injury, policy coverage, medical history, consultation, prescription or treatment, and copies of all hospital or medical records. A photo static copy of this authorization shall be considered as effective and valid as the original.

SIGNATURE _____ DATE _____

By entering your name above in Part II and Part III, you are signing this claim form electronically. You agree your electronic signature is the legal equivalent of your manual/handwritten signature on this claim form.



1. PLEASE FULLY COMPLETE THIS FORM
2. ATTACH ITEMIZED BILLS
(UB04 or HCFA-1500 Form)
3. MAIL TO HSR
E-mail : claims@hsri.com



8400 Bellevue Drive, Suite 150
Plano, Texas 75024
Phone: (972) 512-5600 Fax: (972) 512-5820
Toll Free (800) 328-1114

Policy Name:

Archdiocese of Denver

Policy Number:

AHP1200035-241

School Name (if applicable):

PART I – POLICYHOLDER'S REPORT

1. Claimant's Name (Injured Person)		2. Social Security Number	3. Gender <input type="checkbox"/> M <input type="checkbox"/> F	4. Date of Birth	5. E-Mail
6. Address of Injured Person and Best Contact Phone Number (Include Area Code)					
7. If Applicable, Parent's Name, Address, and Best Contact Phone Number (Include Area Code)					
8. Date and Time of Accident		9. Place where Accident Occurred		10. The injured person was a: <input type="checkbox"/> Participant <input type="checkbox"/> Staff Member <input type="checkbox"/> Guest <input type="checkbox"/> Volunteer	
Dental Claims	11. Indicate which Teeth were Involved in the Accident		12. Describe Condition of Injured Teeth Prior to Accident: <input type="checkbox"/> Whole, Sound, and Natural <input type="checkbox"/> Filled <input type="checkbox"/> Capped <input type="checkbox"/> Artificial		
13. Type of Injury (Indicate Part of Body Injured – e.g., (broken arm, sprained ankle, etc.)				Did Injury Result in Death? <input type="checkbox"/> YES <input type="checkbox"/> NO	
14. Describe How Accident Occurred – Give All Possible Details					
15. Did Accident Occur (Check Yes or No for Each of the Following): A. During a policyholder programmed, sponsored & supervised, or sanctioned activity? <input type="checkbox"/> YES <input type="checkbox"/> NO B. On activity premises? <input type="checkbox"/> YES <input type="checkbox"/> NO C. While on the job (if applicable)? <input type="checkbox"/> YES <input type="checkbox"/> NO D. While traveling directly and uninterruptedly to or from home and policyholder premises? <input type="checkbox"/> YES <input type="checkbox"/> NO E. During intercollegiate/scholastic athletic practice? <input type="checkbox"/> YES <input type="checkbox"/> NO or competition? <input type="checkbox"/> YES <input type="checkbox"/> NO					
16. Name of Event or Activity			17. Name and Title of Supervisor		
18. Name of Policyholder					
19. Signature of Policyholder Representative			20. Title of Policyholder Representative		21. Date

PART II – OTHER INSURANCE STATEMENT

Do you/spouse/parent have medical/health care or is the Claimant enrolled as an individual, employee or dependent member of a Health Maintenance Organization (HMO) or similar prepaid health care plan, or any other type of accident/health/sickness plan coverage through your employer or other source on you or does your son/daughter have health care coverage as a dependent from your previous marriage as mandated in a divorce decree? ☐ YES ☐ NO

If Yes, name of insurance company _____ Policy # _____
Name of insurance company _____ Policy # _____
Claimant's primary employer name, address, and phone number _____
Mother's primary employer name, address, and phone number _____
Father's primary employer name, address, and phone number _____

IF OTHER INSURANCE OR HEALTH CARE PLANS EXIST, PLEASE SUBMIT COPIES of their EXPLANATION OF BENEFITS along with your claim.
IF NO OTHER INSURANCE or HEALTH PLAN EXISTS, PLEASE READ & SIGN BELOW.

I agree that should it be determined at a later date there is insurance (or similar), to reimburse HEALTH SPECIAL RISK, INC., or the insurance company to the extent of any amount collectible.

New York Fraud Warning Notice: Any person who knowingly and with intent to defraud any insurance company or other person files and application for insurance, or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any material fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation

SIGNATURE OF PARTICIPANT OR PARENT	DATE
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PART III – AUTHORIZATION TO PAY BENEFITS TO PROVIDER

I authorize medical payments to physician or supplier for services described on any attached statements enclosed. (if not signed, submit proof of payment)

SIGNATURE _____ DATE _____

I hereby authorize any insurance company, hospital, physician or other person who has attended or examined the claimant to disclose when requested to do so, all information with respect to any injury, policy coverage, medical history, consultation, prescription or treatment, and copies of all hospital or medical records. A photo static copy of this authorization shall be considered as effective and valid as the original.

SIGNATURE _____ DATE _____

By entering your name above in Part II and Part III, you are signing this claim form electronically. You agree your electronic signature is the legal equivalent of your manual/handwritten signature on this claim form.

Business travel accident coverage

AIG Accident & Health

Employee Guide



Global Travel Assistance Services

Traveling requires attention to a number of unique details. A study from the Travel Leaders Corporate survey shows that travelers' top concerns are travel logistics.¹ You are covered with business travel accident insurance along with travel assistance services to help you with travel mishaps or emergencies during your trip; this insurance coverage is provided by your employer. Whether it's a medical emergency, flight delay or lost luggage, we are here 24 hours a day, 7 days a week to support you.

Please detach the card below and carry it with you during the course of your trip.



Travel Guard®

EMPLOYEE ID CARD

Policyholder: The Archdiocese of Denver

Policy Number: 9162675

Toll-Free/Free Phone (within the U.S.): **1-877-244-6871**

Collect/Reverse Charge (outside the U.S.): **+1-715-346-0859**

Email: assistance@aig.com

aig.com/us/travelguardassistance

For the employees of
**The Archdiocese of
Denver**





24/7 Assistance Services

Medical Assistance

- Medical evacuation assistance
- Hospital and provider assistance
- Emergency prescription replacement assistance
- Assistance with the renting and/or replacement of medical equipment

Travel Assistance

- Lost/stolen baggage assistance
- Lost passport/travel documents assistance
- ATM locator
- Emergency telephone interpretation coordination
- Legal/bail bond referrals
- Embassy and consulate information

Concierge Services

- Restaurant referrals and reservations
- Event ticketing
- Ground transportation coordination
- Wireless device assistance

Identity Theft Assistance²

- Account activity monitoring assistance
- Financial account investigation assistance
- Credit review and fraud detector assistance
- Social Security personal earnings and benefits statement assistance
- Collaborate with law enforcement

Assistance Website and Mobile App

- Travel Security Awareness Training - online instruction modules
- Country reports
- Travel alerts

Security Assistance

- Security evacuation assistance with on-the-ground physical response
- Security and safety advisories
- 24-hour response services to assist employees and their families during an incident
- Online access to up-to-date security intelligence

Expenses incurred from third-party vendors as well as AIG administrative case fees for assistance services not covered as part of a filed insurance plan are the responsibility of the policyholder.

To learn more or access your assistance website services, visit and download the AIG Travel assistance mobile app on Apple or Android, or visit aig.com/us/travelguardassistance

24/7 Travel Assistance Services ID Card

Contact in the event of:

- Emergencies
- Eligibility verification
- Medical evacuations
- Assistance services
- Benefit plan contact information

To access your 24/7 Assistance Services website, visit

aig.com/us/travelguardassistance

or download the AIG Travel assistance app to your Apple or Android smartphone.

Register with your policy number (using numerals only).

Report Claims to AHClaims@aig.com

Accident & Health Claims Dept. | PO Box 25987 | Shawnee Mission, KS 66225

1. <http://www.ticorporate.com/2017-business-trends-survey-from-travel-leaders->

2. Identity theft services are not available for residents in New York or outside the United States.

Travel assistance services are provided by AIG Travel, Inc., a member of American International Group, Inc. Travel Guard® is the marketing name for its portfolio of travel insurance solutions and travel-related services.

Non-insurance services provided by AIG Travel and/or its subsidiaries offer assistance through coordination, negotiation, and consultation using an extensive network of worldwide partners. AIG Accident & Health is the marketing name for the domestic benefits division of American International Group, Inc.

The Archdiocese of Denver is separate and unrelated entity.

All insurance products are written by insurance company subsidiaries or affiliates of American International Group, Inc.

Coverage may not be available in all jurisdictions and is subject to actual policy language.

This is a summary only of products and services offered. Actual offerings may vary by group size and are subject to state insurance law, and the benefits/provisions as described may vary due to such law. All products are subject to the policy terms, conditions, limitations, reductions, exclusions and termination provisions. Please see policy and certificate for details.

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AGT-10767-18 R08/18



Volunteers

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 volunteer driver agreement form and agree to a motor vehicle record check. Refer to **Section IX: Automobile** 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

Complete and send to ArchdioceseOfDenver@lockton.com

All value changes must be reported quarterly. Any value changes exceeding \$1M should be reported immediately.

PARISH/SCHOOL/ORGANIZATION: _____

MAILING ADDRESS: _____

PHONE #: _____ E-MAIL: _____

LOCATION NO.: _____ SUBMITTED BY: _____

DATE SUBMITTED: _____ EFFECTIVE DATE: _____

CHANGE TYPE: **CONTENTS** NEW EXISTING

ADDRESS WHERE CONTENTS LOCATED: _____

DESCRIPTION OF CONTENTS: _____

ADD AMOUNT: _____ DELETE AMOUNT: _____

REASON FOR CHANGE/ADDITIONAL COMMENTS: _____

CHANGE TYPE: **Building** NEW EXISTING

If new building: OWNED LEASED

PROPERTY ADDRESS: _____

Is this a new location? Yes No

How will building be used? _____

YEAR(S) BUILT: _____

CONSTRUCTION TYPE: (# stories, wood, brick, etc.) _____

SQUARE FT: ADD AMOUNT REVISED TOTAL: _____

 DELETE AMOUNT REVISED TOTAL: _____

BUILDING VALUE: (new property only) _____

Increase in building value (additions/renovations): _____

REASON FOR CHANGE/ADDITIONAL COMMENTS: _____



Report of property damage

Notify Gallagher Bassett Services, Inc. at tnwclaims@tnwinc.com or 844.529.8284 immediately upon discovery of damage.

PARISH/SCHOOL/ORGANIZATION _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE NUMBER-MAIL _____ EMAIL _____

LOCATION NO. _____ PERSON REPORTING _____

DATE FORM COMPLETED _____

DATE OF INCIDENT _____

PHYSICAL ADDRESS OF DAMAGED PROPERTY _____

WERE PHOTOGRAPHS TAKEN (needed for damage in excess of \$5,000)? ☐ YES ☐ NO

IF VANDALISM OR THEFT, POLICE MUST BE NOTIFIED. PLEASE PROVIDE NAME OF RESPONDING DEPARTMENT, RESPONDING OFFICER NAME, CASE OR REPORT NUMBER, AND CONTACT INFORMATION GIVEN:

DESCRIPTION OF DAMAGE: (use additional sheets if necessary)

OR DESCRIPTION OF INCIDENT: (use additional sheets if necessary)

PROCEED WITH ANY EMERGENCY REPAIRS NEEDED TO PREVENT FURTHER DAMAGE



Update form for changes in covered vehicles

Complete and send to ArchdioceseOfDenver@lockton.com

PARISH/SCHOOL/ORGANIZATION: _____

ADDRESS: _____

PHONE #: _____ E-MAIL: _____

Location/member # _____ SUBMITTED BY: _____

DATE SUBMITTED: _____ EFFECTIVE DATE: _____

CHANGE TYPE: ADD DELETE Cost new: _____

YEAR MAKE MODEL _____

VIN NUMBER: _____ LICENSE PLATE: _____

Registered owner (name on title): _____

COVERAGE REQUESTED: LIABILITY COLLISION COMPREHENSIVE

CHANGE TYPE: ADD DELETE Cost new: _____

YEAR MAKE MODEL _____

VIN NUMBER: _____ LICENSE PLATE: _____

Registered owner (name on title): _____

COVERAGE REQUESTED: LIABILITY COLLISION COMPREHENSIVE

CHANGE TYPE: ADD DELETE Cost new: _____

YEAR MAKE MODEL _____

VIN NUMBER: _____ LICENSE PLATE: _____

Registered owner (name on title): _____

COVERAGE REQUESTED: LIABILITY COLLISION COMPREHENSIVE



Report of automobile accident

Notify Gallagher Bassett Services, Inc. at tnwclaims@tnwinc.com or 844-529-8284 immediately

PARISH/SCHOOL/ORGANIZATION: _____

ADDRESS _____

PHONE _____

E-MAIL: _____

DATE OF ACCIDENT: _____

TIME OF ACCIDENT: _____

LOCATION OF ACCIDENT: (INCLUDE CITY/STATE) _____

WERE THE POLICE CONTACTED?

YES

NO

IF YES, WHICH JURISDICTION? _____

REPT. #: _____

VEHICLE:

YEAR

MAKE

VIN

DRIVER: _____

EMPLOYEE:

YES

NO

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 LOCATED? _____

OWNER OF OTHER VEHICLE OR PROPERTY: _____

DRIVER OF OTHER VEHICLE: _____

INSURANCE CO.: _____

POLICY NO.: _____

VEHICLE:

YEAR

MAKE

PLATE NO.: _____

WAS OTHER VEHICLE DAMAGED?

YES

NO

NO

IF YES, DESCRIBE DAMAGE: _____

WERE THERE ANY INJURIES?

YES

NO

NO

IF YES, PLEASE DESCRIBE: _____

WITNESSES/PASSENGERS: _____

REPORTED BY: _____

PHONE: _____

DATE: _____

VEHICLE NO. 1

VEHICLE NO. 2



Report of automobile accident

Describe what happened in your own words (who, what, where, when, why). Be specific in which direction you were driving and which lane you were in. (You may use diagrams if necessary.)

[illegible]



Report of injury/accident

Notify Gallagher Bassett Services, Inc. at tnwclaims@tnwinc.com or 844.529.8284 Immediately and no later than 24 hours after injury/accident.

Name: _____ Sex: _____ Age: _____

If minor, name of parents/guardian: _____

Home address: _____

City: _____ State: _____ Zip code: _____ Home phone: _____

(Check one) Employee (do not use this form Volunteer Parishioner Visitor Student
 – use workers' comp. form)

Date of injury/accident: _____

Location of injury/accident _____

Description: (How did the injury/accident happen? Please describe in detail.)

Describe injury: _____

First aid administered? _____

Where taken: _____

Remarks: _____

Person reporting: _____ Date of report: _____

Parish/org.: _____ Phone no.: _____

Loc. no.: _____ Email: _____

Appendix 1.E



II. Property loss prevention

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 Archdiocese of Denver Design & Construction team with specific questions.

FIRE PREVENTION

Portable fire extinguishers

Even though your facility may be equipped with an automatic sprinkler system, portable fire extinguishers should also be available and accessible 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. All personnel will be trained on fire extinguisher use before being released to their duties and then on an annual basis thereafter.

Extinguisher requirements

1. In compliance with all state and local codes;
2. Approved by a recognized testing laboratory annually;
3. Be the right type for each class of fire that may occur in the area;
4. In sufficient quantity and size to protect against the expected exposure in the area;
5. Located where they are readily accessible and clearly identified;
6. Maintained in operating condition, visually inspected every thirty (30) days, inspected annually and documented by an outside service, and recharged as required;
7. 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:

1. Class A – foam or water for use on wood, textiles, rubbish and ordinary combustibles;
2. Class B – foam, dry chemical, or carbon dioxide for use on flammable liquid such as oil, gasoline, paint and grease;
3. Class C – carbon dioxide or dry chemical for use on energized electrical equipment;
4. Multipurpose dry chemical – for Class A, B, and C fires.
5. Class K – wet mist containing chemicals such as potassium carbonate used to put out flammable cooking oils and greases, often used in commercial kitchens.



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.

Using a fire extinguisher

1. P – pull the metal pin in the handle out and throw on the ground.
2. A – aim the end of the hose at the base of the fire.
3. S – squeeze the top metal handle to discharge the contents at the base of the fire.
4. S – slowly sweep the hose at the base of the fire back and forth until the fire goes out or the extinguisher runs out of material. Do NOT go get another extinguisher if the fire continues. Evacuate the building.

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:

1. 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;
2. 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;
3. 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;
4. Keep all open flames away from flammable liquids;
5. Candles should be placed in double-insulated fire-proof containers or secured by a sturdy non-combustible base/holder;
6. Care must be taken in the placement of candles in relation to seating, foot traffic areas, and exits;
7. Keep candles free of foreign objects such as matches and wick clippings;
8. Ensure matches, lighting sticks and lighters are safely out of the reach of children;
9. Provide a non-combustible container filled with sand to extinguish and place matches or lighting sticks; do not place matches and lighting sticks into garbage cans;
10. 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;
11. 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;
12. Extinguish candles with a snuffer, avoiding burns from hot wax;
13. Let candles and holders cool sufficiently prior to moving;



14. 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;
15. Never let candles burn for more than four (4) hours at a time. The same exceptions as above apply;
16. The flame of a candle should not be closer than three (3) inches to other candle flames;
17. 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);
18. Ensure a five (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:

1. Use extension cords only when necessary and only on a temporary basis;
2. Never allow extension cords to run through a walkway or otherwise create a tripping hazard;
3. Use polarized cords with polarized appliances;
4. Discard old, cracked, worn, or damaged extension cords;
5. Buy quality extension cords with safety closures and other safety features;
6. Use only three-wire extension cords for appliances with three-prong plugs;
7. Never cut off the third prong, which is a safety feature designed to prevent the risk of shock or electrocution;
8. Insert plugs fully so no part of the prongs are exposed when in use;
9. When disconnecting, pull on the plug rather than the cord to avoid damaging connections;
10. Do not place extension cords under rugs or carpets or in any areas where they could be damaged by furniture or foot traffic;
11. 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;
12. Do not use staples or nails to attach extension cords to a baseboard or other surface;
13. Do not overload light-duty cords by plugging in appliances which draw more watts than the rating of the cord;
14. 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;
15. For outdoor use, use only extension cords approved and labeled for outdoor use.

BUILDING SECURITY

1. All exterior doors should be secured with a dead bolt lock with a minimum 1-inch bolt throw and a steel cylinder guard;
2. All exterior doors should be of solid construction and a minimum of 1-3/4 inch thick;
3. All exterior doors with exposed hinge pins should have non-removable or welded pins;
4. 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;
5. Glass may be replaced with burglar-resistant glazing such as polycarbonate glazing;
6. Door frames should be reinforced by adding shims between the door frame and studs where necessary;
7. Reinforced strike plates and boxes must be used with a dead-bolt lock, using screws of sufficient length to reach into the studding;
8. Adequate lighting around the property will be provided at all times;



9. 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.

Safety and security resources

The Office of Safety and Security offers support and expertise to all Archdiocesan locations. The Director has implemented an Enterprise Security Management system that emphasizes both physical and cultural security tailored to each location.

Archdiocese of Denver Security Team Incident Report

The Security Team Incident Report can be used to report suspicious behavior at any Archdiocesan locations when other incident reports, already noted in this manual do not apply, but still have elements of suspicious or criminal activity. The incident report is a communication tool for the Office of Safety and Security, allowing for the tracking of suspicious and criminal activity across the Archdiocese. It helps provide context for proactive measures aimed at reducing crime and suspicious incidents. Any designated parish member, whether staff or volunteer, can complete the Security Team Incident Report, which should then be forwarded through the business manager and emailed to Deacon.Daly@archden.org.

Parish Security checklist

The goal of this document is to have a tool that examines potential vulnerability risks for all Archdiocesan locations, and provide recommendations on what can be done to minimize those risks. The checklist has been tailored to make the best use of the various conditions and situations surrounding the parishes, whether it be a small mission parish in an isolated area, a large parish in Denver Metro, or a mission or apostolate across the Archdiocese. Based on the completion of the checklist, Pastors and their parish safety teams should have a good idea of what is needed to enhance security for their particular needs. Keep in mind, that some questions may or may not apply to the parish being evaluated.

It is recommended for each Parish to complete the Parish Security Checklist every three (3) years with the assistance from the Office of Safety and Security. The Office of Safety and Security is available to offer a free consultation. Please contact Deacon.Daly@archden.org to schedule a visit with a member from the Office of Safety and Security. In addition, all completed checklists need to be kept on file for parish records.



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:

1. The building should be well secured. Appropriate locks and lighting should be provided;
2. Conduct daily checks on both the exterior and interior of the building to ensure damage or break-in has not occurred;
3. 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;
4. 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;
5. All electrical breakers should be shut off except those providing security lighting or heating, if any heating units are to remain operating;
6. Wintertime thermostats should be set to fifty-five (55) to prevent pipes from freezing. Summertime AC should be set to eighty (80) degrees to prevent electrical shortages and fires.



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 Pastoral Handbook 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.



III. Facilities usage/ rental

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 the above questions is "yes," then the activity is sponsored, meaning that the facility user does not need to provide insurance.

Some examples of non-sponsored groups include the Knights of Columbus, Boy Scouts of America, Girl Scouts of the U.S.A., third parties or other incorporated entities. If the activity is not sponsored, then the facility user needs to provide insurance, which includes the Archdiocese of Denver, its subsidiaries and affiliates as an additional insured.

Some examples of non-sponsored activities 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 Lockton 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. If so, there is no need to obtain a certificate of insurance.



Compliance with state law, local ordinance, and the liquor liability rules and regulations [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 four options:

- Charter agreement:

A charter agreement is a type of formal contract wherein the local pastor (or school official) has full control over the non-affiliated entity or "chartered organization". In this way, the chartered organization can be understood as part of the parish's pastoral ministries. In this scenario, the parish would also own all the chartered organization's property and assumes liability for any claims that arise out of the organization's activities. The chartered organization may or may not provide general liability insurance coverage and broad indemnification for any lawsuits brought against the parish for its activities, although these assurances should always be sought. As a chartering partner the parish would own the non-affiliated/chartered entity and set the direction of the program, especially as it relates to faith formation. The charter agreement has been the traditional model used for partnerships with the Boy Scouts of America, for example. It is important to note that the higher level of control gained by a charter agreement comes a higher level of liability.

 - Charter agreement requirements:
 - All leaders involved in a charter organization are required to pass a background check, attend Safe Environment training, and other trainings identified as necessary by the Parish or Archdiocese of Denver to ensure a safe and faithful environment.
 - All leaders must adhere to the Archdiocese of Denver's Code of Conduct.
 - The Pastor understands and acknowledges the Parish will assume responsibility for all claims that arise out of charter activities.
 - The Pastor understands and acknowledges he is responsible to oversee the charter and set direction for the program, especially as it relates to the Mission of the Archdiocese of Denver.
 - The Pastor understands and acknowledges the charter is seen as part of the parish's pastoral ministries. The Pastor can and should regularly instill Catholic values, spirituality, and moral teachings in their approach.
 - **The Pastor understands and acknowledges he is responsible for understanding, communicating and implementing the rules and bylaws specific to the Charter.**
- Facility use agreement
 - Under a facility-usage or another vendor agreement, the non-affiliated entity is not legally part of the parish and has no formal relationship with parish leadership, apart from an agreement that they may use parish or school facilities to host meetings and other activities.



- Agreements must include insurance requirements, which can be obtained from the insurance contract matrix. For events outside of the norm or requiring special equipment, please refer to Lockton for limit of liability requirements. The liability coverage must name both the parish/school/ecclesiastical organization and the Archdiocese of Denver as an Additional Insured. Additional insurance will be required if alcohol is served. A facility usage license agreement is the preferable agreement to an outside organization – at no time should a parish or school enter into a charter agreement.
- An Archdiocese of Denver parish/school/ecclesiastical organization using another Archdiocese of Denver parish/school/ecclesiastical organization's facility does not need to provide a certificate of insurance to the parish lending the facility, as they are both insured under the same policy. The exceptions are Annunciation Heights and Catholic Charities Housing, which are insured under separate policies.
- As an option to providing their own insurance, individuals or organizations holding one-time events at parishes or schools, such as wedding receptions, etc. can utilize Special Events coverage. Special events coverage can be purchased through GatherGuard. Please refer to the risk management page on the Mission Support website for additional information on tenant-user liability insurance policy (TULIP). (Refer to the following additional requirements if alcohol is going to be served.)
- 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.

Note – please direct any questions regarding short- or long-term leases to the Archdiocese of Denver's Real Estate team. A long-term lease will be subject to a separate agreement and specific insurance requirements.

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.

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 Liquor Liability Rules and Regulations [Appendix III.C(1) or Appendix III.C(2)];
- The group must sign the consent for Consumption of Alcohol Addendum [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 with limits of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate with the Archdiocese of Denver, its subsidiaries and affiliates as an additional insured. 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 per occurrence/\$2,000,000 aggregate. Host liquor liability is also an available option.

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 section III.

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 voluntary release form: Assumption of Risk and Indemnity Agreement [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. The GatherGuard option can also be utilized to obtain insurance in these circumstances. Specifically, it must be utilized for the following situations that are often encountered:

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 (1) 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 if the gym is being utilized on a seasonal basis. Instead, the parish/school/ecclesiastical organization may obtain one signed release per individual, per season and a new release for any individuals added during the season.

Craft fairs – 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. Vendors' can also be offered an option to obtain insurance for the fair through GatherGuard.

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 facility usage/indemnity agreement, which requires insurance.



The voluntary release form: assumption of risk and indemnity agreement 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 eighteen (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 ten (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/school/organization ("licensor"): _____
(Licensor is understood to include the Archdiocese of Denver)

Location and brief description of the land and/or building(s) to be used (the property"). If only certain areas of the property may be used, description of those areas: _____

Name, address and phone number of person or organization that will use the property ("licensee"):

Number of people attending: _____

Will attendees include minors? _____

Activity for which the property will be used (the "activity"): _____

Furniture, equipment and supplies of Licensor which may be used in conjunction with the activity: _____

Furniture, equipment and supplies licensee will bring on the property which may be used in conjunction with the activity: _____

Party (licensee or licensor) responsible for clean-up of the property after the activity: _____

Date and beginning and ending times that property will be used (the "license period"): _____

2. Grant of license

The Licensor hereby consents to entry upon the property by licensee for the purpose of engaging in the activity during the license 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. **Charges and deposits**

- a. In consideration of the grant of this license, Licensee agrees to pay to Licensor a License Charge. The License Charge shall be \$_____, which shall be paid in advance, and shall not be refundable.
- b. Without affecting the rights and responsibilities of the parties hereto contained in any other provision of this license, it is hereby agreed that _____
[licensor or licensee] shall be responsible for clean-up of all parts of the Property used by Licensee pursuant to this license, except that _____
[licensor or licensee] shall be 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.
 - ii. 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.



- 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, guests, 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/\$2,000,000 aggregate. 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. **Alcoholic beverages**

Possession or consumption of alcoholic beverages on the Property is prohibited unless a signed Consent for Consumption of Alcohol Addendum has been executed and attached to this agreement.

8. **Use of kitchen facilities**

Licensee and its members and guests are permitted to use only the existing kitchen equipment. Bringing any additional cooking devices on premises is prohibited.

Dated this _____ day of _____

LICENSOR

By: _____
Authorized agent

LICENSOR

By: _____
Authorized agent



Acuerdo de licencia para uso de la facilidad

FACILITY USAGE LICENSE AGREEMENT

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

1. Información general

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. Otorgamiento de licencia

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: _____

Appendix III.A(2)

- 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. Cargos y depósitos

- a. En consideración por el otorgamiento de esta licencia, el licenciado acuerda pagar al Licenciador un Cargo. El cargo será \$_____ el cual deberá ser pagado por adelantado y no es reembolsable.
- b. Sin afectar los derechos y responsabilidades de ninguna de las personas indicadas en esta licencia, por la presente se acuerda que _____ (Licenciador o Licenciado) será responsable de limpiar todas 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)

- 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. El licenciador aquí certifica estar de acuerdo en entregar por adelantado al licenciador un depósito por daños que suma \$_____ 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.
- iii. El reembolso del licenciador del depósito de daño no será interpretado como una afirmación de parte del Licenciador que los daños descritos en el párrafo 5a no han ocurrido, y no limitarán los derechos del Licenciador o soluciones dentro de esta licencia o dentro de toda provisión de ley.
- iv. El uso del depósito de daño por el Licenciador como se describe en la parte superior no limitará los derechos o soluciones del Licenciador dentro de esta licencia o dentro de cualquier 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 cobertura 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. **Conformidad con la Ley**

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.

8. **Uso de las instalaciones de la cocina**

El licenciatario y sus miembros e invitados pueden utilizar únicamente el equipo de cocina existente. Está prohibido traer dispositivos de cocina adicionales a las instalaciones.

Fecha del presente documento _____

LICENCIADOR

Por: _____
Agente autorizado

LICENCIADO

Por: _____
Agente autorizado



Consent for consumption of alcohol addendum

RETURN COMPLETED FORM TO PARISH/SCHOOL/ECCLESIASTICAL ORGANIZATION

This Consent contains terms defined in the License Agreement between

_____, the Archdiocese of Denver ("Licensor"),
(Parish/School/Organization)

and _____ ("Licensee")
(Name of person or organization that will use the Property)

dated the _____, (the "License Agreement"). Such terms have the same definitions for the purposes of this Consent that they have in the License Agreement.

Licensor hereby consents to the consumption of alcohol on the Property during the time period stated in the License agreement by those individuals entering the Property pursuant to the License Agreement who are not visibly intoxicated, who are at least 21 years old, and who are not habitual drunks.

This Consent is expressly conditioned upon strict adherence by the Licensee and all members, guests, invitees and licensees of Licensee to Licensor's Liquor Liability Rules and Regulations (attached). Failure to fulfill this condition shall nullify this Consent and shall be deemed a material breach of the License Agreement.

The Consent is valid only if paragraph (5.b.) of the License Agreement is complied with.

Licensee understands and acknowledges that Colorado law prohibits the sale of alcoholic beverages without a license to do so. Licensee agrees that there will be no charge for any alcoholic beverages to be served and agrees that any admission charge will be the same for all attending, without regard to whether they consume any alcoholic beverages. Further, Licensee agrees that no alcoholic beverages will be served to any visibly intoxicated person, any person who is under the age of 21, or any habitual drunk.

Name of bartender: _____

Date: _____

LICENSOR

By: _____

Authorized agent (print name)

LICENSEE

By: _____

Authorized agent (print name)



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 twenty-one (21), anyone visibly intoxicated, or any habitual drunk. Any person consuming alcoholic beverages must present a photo I.D. to validate they are twenty-one (21).
3. The individual who is dispensing drinks should only serve one (1) 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 one (1) oz. of hard liquor in a highball, cocktail or mixed drink; twelve (12) oz. of beer as a maximum and no more than four (4) to five (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 one (1) to one and a half (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 one (1) to one and a half (1 ½)-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. 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. A copy of the liquor license must be obtained from any vendor or person selling alcoholic beverages.
14. Consideration should be given to posting signs similar to the message below at any event where alcohol is served:

REMEMBER

For every one 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 hard liquor), it will take at least one hour for that drink to be eliminated from your system.



Consentimiento para el consumo de alcohol

CONSENT FOR CONSUMPTION OF ALCOHOL

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

Este consentimiento contiene términos definidos en la licencia de acuerdo entre

_____, la Arquidiócesis de Denver ("licenciador"),
[parroquia/escuela/entidad]

y _____ ("licenciado")
(Nombre de la persona u organización que utilizará la Propiedad)

con fecha _____, (La licencia de acuerdo). Dichos términos tienen las mismas definiciones para el propósito de este consentimiento que las que aparecen en la licencia de acuerdo.

El Licenciador aquí certifica el consentimiento al consumo de alcohol en la Propiedad durante el periodo establecido en la licencia por aquellos individuos que entran a la propiedad y que por acuerdo de la licencia no están visiblemente intoxicados, tienen al menos 21 años, y no son bebedores habituales.

Este consentimiento esta expresamente condicionado a la estricta adherencia por el licenciador y todos sus miembros e invitados a seguir las reglas y regulaciones de las responsabilidades sobre el licor del Licenciado (ver anexo). El no cumplimiento de esta condición anulara este consentimiento y será juzgado como una trasgresión material de la Licencia de acuerdo.

El consentimiento es valido solo si el párrafo (5c.) de la licencia de acuerdo es observado.

El Licenciado comprende y reconoce que la ley de Colorado prohíbe la venta de bebidas alcohólicas sin licencia para hacerlo. El licenciado esta de acuerdo en no cobrar por las bebidas alcohólicas que se servirán y acuerda en cobrar el mismo monto a todo participante sin considerar que consuma o no bebidas alcohólicas. Además, el licenciado acuerda en no dar bebidas alcohólicas a aquellas personas que estén visiblemente intoxicadas, toda persona menos de 21 años, o todo bebedor habitual.

Nombre del que atiende la barra _____

Fecha: _____

ARRENDATARIO

Por: _____

Agente autorizado

ARRENDADOR

Por: " _____

Agente autorizado



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 policiaca 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 eclesiástico

PARROQUIA/ESCUELA/ENTIDAD: _____
(incluye 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: _____



IV. Festivals

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 ArchdioceseOfDenver@lockton.com to request additional information or receive a clarification on items in this manual.

FESTIVAL SUPERVISION

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.

CERTIFICATES OF INSURANCE AND VENDOR AGREEMENT

The Festival Vendor Hold Harmless/Indemnity Agreement [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:

- Ride and game vendors (check list of prohibited activities first)
- Tent companies
- Security companies
- Suppliers of large quantities of food
- Vendors who provide medical services
- Commercial vendors selling products

The festival vendor hold harmless/indemnity agreement 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. Please refer to contractor matrix for complete insurance requirements. 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. **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 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 before it has been approved is a necessity, write on the contract, "This contract is contingent upon the approval of our insurance company and/or legal 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's 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.

Lighting – as the majority of festivals extend into the evening hours, adequate lighting is essential to reduce the parish/school/ecclesiastical organization's 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's 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. Patrons should be responsible for parking their own vehicles. 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 five hundred (500) to fifteen hundred (1,500) people, the festival should have a first aid station on festival grounds. For festivals that exceed fifteen hundred (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 twenty-four (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 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 liquor liability rules and regulations is required if alcohol is served [Section III: Facilities Usage/Rental. Appendix III.C(1) or Appendix III.C(2)].

Alcohol should never be given away as a prize. One of the following two (2) 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 they are 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. Any violations should be reported to and handled by security workers or safety coordinators.



"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 and a member of the parish safety team. 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 utilizes 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 set-up 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 they need 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 they have not been contacted in a timely fashion by the insurance company.

GUIDELINES FOR USE OF INFLATABLES, RIDES AND GAMES

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, bounce houses, water slides or similar type apparatus.



Essentially, this means that all funds 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. If a parish contracts with a vendor to provide these types of apparatus, coverage will not be provided, and any claim payments **will not** be made by the Archdiocese or the Trust.

Examples of excluded equipment include (but are not limited to) bungee runs, bounce houses, 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 ArchdioceseOfDenver@lockton.com.

Safety and insurance guidelines

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.

If a parish chooses to proceed with the rental, please follow the recommended guidelines below:

- All contracts related to, liability waivers associated with, and equipment being considered for the use of inflatables, rides, and games must be submitted to ArchdioceseOfDenver@lockton.com for review before anything is signed and prior to payment of any deposit. Contract must include insurance for inflatable and vendor/operator who will oversee set-up, operation, and tear down of inflatable.
- Lockton will review the contract documents and list of proposed equipment the parish, school, or organization is considering using and notify of any contractual insurance requirement changes to be made or of equipment on the list that fits the exclusion definition discussed below.
- Do not sign the vendor's liability release form. The AoD Festival Vendor Hold Harmless/Indemnity Agreement should be completed and signed by the vendor.
- Obtain a certificate of insurance from the vendor evidencing the general liability coverage as outlined in the Festival Vendor Hold Harmless/Indemnity Agreement.
- Waivers should be signed by any volunteers, participants and/or their parents.

Certificates of insurance and vendor agreement

The Vendor Hold Harmless/Indemnity Agreement [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. The certificate of insurance must name both the parish/school/ecclesiastical organization and the Archdiocese of Denver as an additional insured. Please refer to contractor matrix and Vendor Hold Harmless/Indemnity Agreement for specific insurance requirements to be included in agreements and update waiver limits accordingly.

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



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 Lockton.

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 directly caused by you, and which would not have happened had you been paying attention, such as punctures or tears.

The vendor hold harmless/indemnity agreement 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 vendor hold harmless/indemnity agreement, 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.



Festival vendor hold harmless/indemnity agreement

Return completed form to parish/school/ecclesiastical organization

PARISH/SCHOOL/ORGANIZATION: _____
(understood to include the Archdiocese of Denver)

VENDOR: _____

TYPE OF VENDOR: _____

DATES OF USE: _____

The above-named VENDOR 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 VENDOR or any of its agents, family members, officers, volunteers, helpers, partners, organizational members, or associates in connection with the operations of the above-named VENDOR at the above-named PARISH/SCHOOL/ORGANIZATION.

VENDOR agrees to provide a certificate of insurance to the PARISH/SCHOOL/ORGANIZATION, which provides evidence of general liability coverage of not less than two million dollars (\$2,000,000) per occurrence. VENDOR also agrees to have the PARISH/SCHOOL/ORGANIZATION AND THE ARCHDIOCESE OF DENVER named as an "additional insured" on its general liability policy for the DATE(S) OF THE FESTIVAL in relationship to the VENDOR'S activities. It is agreed that VENDOR also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH/SCHOOL/ORGANIZATION.

If and only if VENDOR fails to comply with the above (second) paragraph, then VENDOR agrees to protect, defend, hold harmless, and fully indemnify the above-named PARISH/SCHOOL/ORGANIZATION for any claim or cause of action whatsoever which takes place during the above identified DATE(S) OF USE that is brought against the PARISH/SCHOOL/ORGANIZATION by the above-named VENDOR or its employees, agents, guests, invitees, customers, partners, family members, organizational members, and associates, even if such claim arises from the alleged negligence of the PARISH/SCHOOL/ORGANIZATION, its employees or agents or the negligence of any other individual or organization not a party to this agreement. If any paragraph or sentence of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

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: _____

(Se sobrentiende que se incluye a la Arquidiócesis de Denver)

PROVEEDOR: _____

TIPO DE PROVEEDOR: _____

FECHAS DE USO: _____

El PROVEEDOR antes mencionado acepta defender, proteger, indemnizar y liberar de responsabilidad a la PARROQUIA/ESCUELA/ORGANIZACIÓN antes mencionada contra todo y cualquier demanda que surja de la negligencia o culpa de dicho PROVEEDOR o cualquiera de sus agentes, parientes, ejecutivos, voluntarios, ayudantes, socios, miembros de organización o asociados con respecto a las operaciones del PROVEEDOR antes mencionado en la PARROQUIA/ESCUELA/ORGANIZACIÓN antes mencionada.

El PROVEEDOR acepta entregar un certificado de seguro a la PARROQUIA/ESCUELA/ORGANIZACIÓN que evidencie una cobertura general de responsabilidad no menor de dos millones de dólares (\$2,000,000 USD) por evento. El PROVEEDOR también acepta incluir a la PARROQUIA/ESCUELA/ORGANIZACIÓN Y A LA ARQUIDIÓCESIS DE DENVER como "Asegurado adicional" en su póliza general de responsabilidad durante la(s) FECHA(S) DEL FESTIVAL con relación a las actividades del PROVEEDOR. Además, el PROVEEDOR acepta garantizar que su póliza de seguro por responsabilidad será la principal en caso de una demanda cubierta o causa de acción contra la PARROQUIA/ESCUELA/ORGANIZACIÓN.

Si y sólo si el PROVEEDOR no cumple con el (segundo) párrafo anterior, entonces el PROVEEDOR acepta proteger, defender, liberar de responsabilidad e indemnizar totalmente a la PARROQUIA/ESCUELA/ORGANIZACIÓN antes mencionada contra cualquier demanda o causa de acción que surja durante la(s) FECHA(S) DE USO antes señaladas en contra de la PARROQUIA/ESCUELA/ORGANIZACIÓN por parte del PROVEEDOR antes mencionado o sus empleados, agentes, invitados, clientes, socios, parientes, miembros de organización y asociados, incluso si dicha demanda surge por la supuesta negligencia de la PARROQUIA/ESCUELA/ORGANIZACIÓN, sus empleados o agentes o por la negligencia de cualquier otro individuo u organización que no participe en este acuerdo. Si cualquier párrafo u oración en este acuerdo queda inválido, se acuerda que el resto del mismo continuará estando vigente legalmente en su totalidad.

FIRMA: _____

(Firma de un agente oficial del PROVEEDOR)

NOMBRE Y PUESTO: _____

FECHA: _____, _____



V. Volunteer workers

Volunteers are an important part of the ministry, but they are not covered under workers' compensation insurance and must sign the Volunteer Worker Hold Harmless Agreement [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 eighteen (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 utilizing 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 eighteen (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 and emotionally, including pain and suffering, when a severe injury has occurred.



Volunteer worker hold harmless agreement

Return completed form to parish/school/ecclesiastical 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 or independent contractors 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 a limited amount for medical expenses not covered by the volunteer's own accident 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 work 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 medical facility.

Signed by: _____

Date: _____

Attested by pastor or supervisor: _____



Acuerdo de exención de responsabilidad

En caso de accidentes para trabajadores voluntarios

Volunteer worker hold harmless agreement

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

Parroquia/Escuela/Entidad: _____
(Incluye la Arquidiócesis de Denver)

Datos del Voluntario: _____

Nombre: _____ Teléfono: _____

Dirección: _____

Información médica

Seguro Médico: _____

Doctor: _____ Teléfono: _____

Los trabajadores voluntarios que donan su tiempo de forma regular están cubiertos por una Póliza de Accidentes para heridas o daños que ocurran mientras estén realizando su trabajo voluntario. Esta póliza paga por los gastos médicos no cubiertos por su propia póliza de Salud y Accidente (por ejemplo, gastos deductibles o co-pagados). Nuestra póliza puede pagar también las cantidades sobrantes de los gastos no cubiertas por la propia póliza del voluntario. Las reclamaciones deben ser remitidas primero a su propia compañía de seguro. Si no tienen otra compañía, esta póliza pagará una cantidad limitada por gastos médicos no cubiertos por la propia póliza de accidentes y salud. No paga por el salario perdido o discapacidad permanente. Los voluntarios no están cubiertos por la póliza de compensación de los trabajadores en ningún momento.

Debido a muchas heridas serias sufridas por voluntarios mientras se encontraban realizando trabajos de construcción y remodelación del edificio, es posible que no se utilicen voluntarios para este tipo de trabajos. 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 superior. Estoy de acuerdo con ella y prometo abstenerme de reclamar a la parroquia/escuela/entidad ni a la Arquidiócesis de Denver por los gastos médicos, salarios perdidos, costos permanentes de discapacidad, o beneficios por heridas o muerte causados como resultado de un accidente mientras realizo actividad es de trabajo voluntario.

Entiendo que soy responsable por todas las facturas médicas si resulto herido mientras realizo trabajo voluntario. Si resulto herido, deberé ser llevado al médico u hospital especificado arriba. En caso de emergencia será trasladado a la adecuada instalación médica más cercana.

Firmado: _____ Fecha: _____

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):

As parent and/or legal guardian, I remain legally responsible for any personal actions taken by the above-named minor child.

I agree on behalf of myself, my child named herein, or our heirs, successors, and assigns, to hold harmless and defend, _____

_____, its officers, directors, employees and agents, and the Archdiocese of Denver, its employees and agents, chaperones, or representatives associated with the activities, from any claim arising from or in connection with my child participating in the activities, or in connection with any illness or injury (including death) or cost of medical treatment in connection therewith, and I agree to compensate

_____, its officers, directors and agents, and the Archdiocese of Denver, its employees and agents and chaperones, or representative associated with the activities for reasonable attorney's fees and expenses which they may incur in any action brought against them as a result of such injury or damage, unless such claim arises from the negligence of _____ or the Archdiocese of Denver.

My child has the following restrictions and/or allergies: _____

With the exception of the above, I hereby warrant that to the best of my knowledge, my child is in good health, and I assume all responsibility for the health of my child.

I authorize _____ to authorize and consent to any emergency medical care for my child that he or she reasonably believes necessary. I agree to pay any expenses related to such medical care. I understand and acknowledge that _____ 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 volunteers are not employees or independent contractors 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 a limited amount



for medical expenses not covered by the volunteer's own accident and health policy. It does not pay for lost wages or permanent disability.

It is further understood that the undersigned is volunteering his or her time and labor to the above-named project(s). The undersigned acknowledges and understands that as a volunteer, he or she is not eligible for any wages or other benefits of employment, such as workers compensation insurance, and the undersigned fully waives any claim for same for any work or activity he or she contributes.

Signature: _____ Date: _____
Parent/guardian name

Appendix V.B



Menor renuncia voluntaria y liberación de reclamo

Minor volunteer waiver and release of claim

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

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),
_____, participe en el o los siguientes proyectos de voluntariado:

Como padre o tutor legal, permanezco responsable en lo legal por cualquier acción personal llevada a cabo por el/la menor de edad mencionado(a) anteriormente.____

Acepto a mi nombre, a nombre de mi hijo(a) aquí mencionado(a), o nuestros herederos, sucesores y asignados, liberar de responsabilidad y defender a
sus ejecutivos, directores, empleados y agentes, y a la Arquidiócesis de Denver, sus empleados y agentes, acompañantes o representantes relacionados con las actividades de cualquier demanda que surja de o con relación a la participación de mi hijo(a) en dichas actividades, o en cuanto a cualquier enfermedad o lesión (incluyendo la muerte) o costo de tratamiento médico relacionados con los mismos, y acepto compensar a _____, sus
ejecutivos, directores y agentes, y a la Arquidiócesis de Denver, sus empleados y agentes, acompañantes o representantes relacionados con las actividades por tarifas y gastos legales razonables que puedan incurrir en cualquier acción iniciada en su contra como resultado de dicha lesión o daño, a menos que tal demanda surja de la negligencia de _____
o de la Arquidiócesis de Denver.

Mi hijo(a) cuenta con las siguientes restricciones o alergias: _____

Con excepción de lo anterior, mediante la presente garantizo que, a mi saber, mi hijo(a) goza de buena salud y asumo plena responsabilidad por su salud.

Autorizo a _____ para que autorice y consienta a cualquier atención médica de emergencia para mi hijo(a) que crea necesaria justificadamente. Acepto pagar cualquier gasto relacionado con tal atención médica. Comprendo y reconozco que _____ intentará obtener mi permiso por vía telefónica antes de autorizar o consentir a cualquier atención médica para mi hijo(a) si así lo permite el tiempo y las condiciones.

Comprendo y reconozco que cualquier gasto médico relacionado con enfermedad o lesión de mi hijo(a) durante el servicio como voluntario no están cubiertos por ningún programa de aseguramiento que mantenga la Arquidiócesis de Denver, y que yo soy el principal responsable por cubrir dichos gastos.



También queda entendido que él o la suscrito(a) ofrece su tiempo y trabajo para el o los proyectos mencionados anteriormente. Él o la suscrito(a) acusa y comprende que, en papel voluntario, no es elegible para cualquier sueldo u otros beneficios del empleo, tal como seguro de prestación para trabajadores, y él o la suscrito(a) renuncia totalmente a cualquier alegato para los mismos por cualquier trabajo o actividad a los que contribuya.

Firma: _____ Fecha: _____
Nombre del padre o tutor

Appendix V.B(d)



VI. Childcare

There are special responsibilities involved with operating childcare, whether it is nursery/childcare during church services or daycare. 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 childcare related work:

- All applicable state and local statutes regarding childcare, licensing and the operation of childcare facilities must be followed.
- Use systematic and careful screening methods in accordance with the Office of Minor and At-Risk Adult Protection to hire employees, and utilize these same methods for volunteers, students, or other individuals who will be working in and around the Childcare Center. A probationary period should also be utilized for all staff, volunteers, students, and other individuals.
- All staff and volunteers must be Safe Environment compliant.
- 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 the age of two (2); 1:5 for children ages two (2) to three (3); 1:10 for children ages three (3) to five (5); 1:12 for children ages five (5) to seven (7); and 1:15 for older children.
- 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 (6) 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 by an authorized third-party vendor.

There are three (3) agreements applicable to childcare operations:

- The Childcare Agreement, applicable for nursery/childcare during church services, religious education classes, or occasional babysitting service [Appendix VI.A(1) or VI.A(2)];
- The Day Care Agreement [Appendix VI.B(1) or VI.B(2)]; and
- The Authorization to Administer Medication, 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.

Childcare 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 Childcare Center. A probationary period should also be utilized for all staff, volunteers, students and other individuals.

- All applicable state and local laws regarding childcare, licensing and the operation of childcare facilities must be followed.
- All staff and volunteers must successfully complete safe environment training.
- Make sure the Childcare 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 the age of two (2); 1:5 for children ages two (2) to three (3); 1:10 for children ages three (3) to five (5); 1:12 for children ages five (5) to seven (7); and 1:15 for older 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 first-aid, 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 (6) 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.



Childcare 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(s) of person(s) authorized to pick up child: _____

Name(s) of person(s) prohibited from picking up child: _____

My child has the following special needs regarding dietary supplements or restrictions, or avoidance of allergies: _____

My child has the following limitations on normal physical activities: _____

Additional information that may aid childcare workers in caring for my child: _____

I understand that childcare workers are not authorized to administer medication to my child. I agree that I will not bring my child in for any childcare 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 childcare. Nevertheless, I assume full responsibility for the risk to my child that other children who are present in childcare may be ill and may transmit contagious disease.

I understand and acknowledge that any medical expenses related to illness or injury to my child while in childcare are not covered by any insurance program maintained by the parish/school/organization or the Archdiocese of Denver. I understand and acknowledge that by bringing my child into childcare I am assuming full responsibility for the risk of any illness or injury that my child may incur. I release any childcare workers from liability for any illness or injury that my child may incur while in childcare, whether caused with or without fault by the parish/school/organization or the Archdiocese Of Denver, or by any of their agents, servants and employees, including any childcare workers.

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

Parent or guardian

Date

For nursery/childcare during church services, religious education classes, and/or occasional babysitting (collectively "childcare"), which may be performed by employees of the parish/school/organization, or by volunteers selected or approved by the parish/school/organization ("childcare workers"). This agreement should only be used if the child's parent(s) or guardian(s) will be on the premises. Appendix VI.A



Acuerdo de cuidado de niños

CHILDCARE AGREEMENT

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

Parroquia/escuela/entidad: _____

(Incluye la Arquidiócesis de Denver)

Nombre del niño/a y fecha de nacimiento: _____

Nombre/Dirección/ Teléfono del (los) padre (s) o custodio (s): _____

Nombre de la persona autorizada a recoger el niño/a: _____

Nombre de la persona prohibida de recoger el niño/a: _____

Mi hijo/a tiene las siguientes necesidades especiales con relación a suplementos o restricciones en su dieta, o para evitar alergias:

CUIDADORES DE NIÑOS NO VAN A ADMINISTRAR MEDICACIONES

Mi hijo tiene las siguientes limitaciones en actividades físicas normales: _____

Información adicional que puede ayudar los Cuidadores de Niños en el cuidado a mi hijo: _____

Yo estoy de acuerdo en no traer a mi hijo al cuidado de Niños 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 de Niños. En todo caso, yo asumo total responsabilidad por el riesgo de que otro niño presente en el Cuidado de Niños pueda estar enfermo y transmita una enfermedad contagiosa.

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

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

Yo he leído cuidadosamente este Acuerdo de Cuidado de Niños, la entiendo y estoy de acuerdo con todas las alianzas y condiciones ahí establecidas. Este Acuerdo de Cuidado de Niños es valido por un año desde la fecha de la firma, a menos que sea anulado antes.

Padre o custodio

Fecha

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.

Appendix VI.A(2)



Daycare 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.

Parent or guardian

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

DAYCARE AGREEMENT

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

Parroquia/escuela/entidad: _____
(Incluye 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 médico 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 PARA 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 está 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 al Médico de mi hijo para recibir llamadas de los Trabajadores del Cuidado Diario, mientras mi hijo está 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 O DAÑO 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 – daycare

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:

1. The child's name;
2. The name of the medication;
3. The proper dosage of the medication;
4. The purpose of the medication;
5. The time of day/circumstances in which the medication is to be administered;
6. The anticipated number of days the medication must be administered; and
7. 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 _____

_____ [state the relevant time period, such as one day or one week, up to one year for chronic conditions], unless earlier revoked.

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 eclesiástico

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 resfriado, 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:

1. Nombre del niño;
2. Nombre de la medicación;
3. La dosis apropiada de la medicación;
4. El motivo de la medicación;
5. La hora del día/circunstancias en las que la medicación se va a administrar;
6. Los números de días anticipados en la medicación debe ser administrada; y
7. 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 ARQUIDIOCESIS 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 ARQUIDIOCESIS 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 _____ (indique un periodo relevante, como un día o una semana, hasta un año para condiciones crónicas), a menos que antes se retire.

Fechado el _____ día de _____.

Pare o Apoderado _____

Nombre y día de nacimiento del niño: _____

Nombre/Dirección/Teléfono del padre(s) ó Apoderado(s): _____



VII. Youth activities

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 compliant adult supervision for all youth group activities and outings. One (1)-on-one (1) 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 twenty-one (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 chaperoning. Chaperones must also be gender specific, meaning an adequate number of male and female chaperones depending on the genders of the teen participants. 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. Below are ratios for events with youth who are in middle school and high schools ages:

- For an elementary classroom, one (1) adult for the first twenty (20) youth/one (1) additional for every twenty (20) after that.
- For a high school classroom one (1) adult for the first thirty (30) youth/one (1) additional for every thirty (30) after that.
- For activities and small field trips – two (2) chaperones for the first ten (10) youth/one (1) additional for every ten (10) after that.
- For retreats and overnight trips – two (2) chaperones for the first seven (7) youth/one (1) additional for every seven (7) after that.

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 steps to a safe youth activity are as follows:

- Maintain good documentation.
- Screen and train your staff.
- Obtain a driver's license copy and run a motor vehicle report for anyone transporting youth to confirm they meet criteria to be an approved driver.
- 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:

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

Field trip authorization: Used for short day trips close to home that involve transportation (Appendix VII.B(1) – English version; Appendix VII.B(2) – Spanish version)

Parental/guardian consent form and liability waiver: For overnight or longer activities or mission trips (Appendix VII.C(1) – English version; Appendix VII.C(2) – Spanish version)

Voluntary release form: assumption of risk and indemnity agreement: Used for adult (18+) participants in the sponsored activities (Appendix VII.D(1) – English version; Appendix VII.D(2) – Spanish version)

Field trip adult liability waiver: For the adults accompanying minors in a supervisory capacity on an activity and/or participating in an activity (Appendix VII.E)



Activity release for minor participant

Return completed form to parish/school/ecclesiastical organization

Participant'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 activities:

As parent and/or legal guardian, I remain legally responsible for any personal actions taken by the above-named minor participant.

I agree on behalf of myself, my child named as minor participant herein, or our heirs, successors, and assigns, to hold harmless and defend _____, its officers, directors, employees and agents, and the Archdiocese of Denver, its employees and agents, chaperones, or representatives associated with the activities, from any claim arising from or in connection with my child participating in the activities, or in connection with any illness or injury (including death) or cost of medical treatment in connection therewith, and I agree to compensate _____, its officers, directors and agents, and the Archdiocese of Denver, its employees and agents and chaperones, or representative associated with the activities for reasonable attorney's fees and expenses which they may incur in any action brought against them as a result of such injury or damage, unless such claim arises from the negligence of _____ or the Archdiocese of Denver.

Signature: _____ Date: _____

My child has the following restrictions and/or allergies: _____

With the exception of the above, I hereby warrant that to the best of my knowledge, my child is in good health, and I assume all responsibility for the health of my child.

Signature: _____ Date: _____



Lanzamiento de actividad menor participante

Activity release for minor participant

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

Nombre del participante: _____

Fecha de nacimiento: _____ Sexo: _____

Nombre del padre o tutor: _____

Domicilio: _____

Teléfono particular: _____ Teléfono del trabajo o celular: _____

Yo, _____, doy mi consentimiento para que mi hijo(a),
_____, participe en las siguientes actividades:

Como padre o tutor legal, sigo siendo legalmente responsable por cualquier acción personal que emprenda el menor participante antes mencionado.

Acepto en mi nombre, por mi hijo(a) mencionado(a) como menor participante en el presente, o nuestros herederos, sucesores y comisionados, liberar de responsabilidad y abogar por _____, su cuerpo directivo, superiores, empleados y agentes, y la Arquidiócesis de Denver, sus empleados y agentes, acompañantes o representantes asociados con las actividades, por cualquier reclamo que obedezca a o en relación con la participación de mi hijo(a) en las actividades, o con respecto a cualquier enfermedad o lesión (incluyendo la muerte) o costo por tratamiento médico en relación con eso, y acuerdo compensar a _____, su cuerpo directivo, superiores y agentes, y la Arquidiócesis de Denver, sus empleados y agentes, acompañantes o representantes asociados con las actividades por las cuotas y gastos legales razonables en los que incurran en cualquier acción entablada en su contra como resultado de dicha lesión o perjuicio, a menos que dicho reclamo surja por la negligencia de _____, o la Arquidiócesis de Denver.

Firma: _____ Fecha: _____

Mi hijo(a) tiene las siguientes limitaciones o alergias: _____

Con la excepción de lo antes mencionado, por este medio garantizo que, según mi leal saber y entender, mi hijo(a) goza de buena salud y asumo toda la responsabilidad por la salud de mi hijo(a).

Firma: _____ Fecha: _____



Field trip authorization

Return completed form to parish/school/ecclesiastical organization

The parish/school/organization is planning an activity off the premises (a "field trip"). We welcome your child's participation in the field trip, but before your child may participate, we require that you review and sign this authorization. Please return this form no later than:

Parish/school/organization: _____

Child's name: _____

Destination and purpose of field trip: _____

Date and time of departure: _____

Date and time of return: _____

Designated supervisor (s): _____

Cost: _____ Method of transportation: _____

(or) I will transport my child to and from the destination: _____

Parent/guardian name: _____

Home address: _____

Home phone: _____ Business phone: _____

I understand and acknowledge that participation in the field trip involves inherent risks of injury to my child, including risks associated with transportation by motor vehicle. I acknowledge that this vehicle may be operated by a volunteer driver.

I authorize the designated Supervisor(s) of the field trip 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 the designated Supervisor(s) of the field trip 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 on the field trip are not covered by any insurance program maintained by the parish/school/organization or the Archdiocese of Denver, and that I am primarily responsible for such expenses.

As parent and/or legal guardian, I remain legally responsible for any personal actions taken by the above-named minor (child).

I agree on behalf of myself, my child named herein, or our heirs, successors, and assigns, to hold harmless and defend the above-named parish/school/organization, its officers, directors and agents, chaperones, or representatives associated with the event, and the Archdiocese of Denver from any claims arising from or in connection with my child attending the event or in connection with any illness or injury or cost of medical treatment in connection therewith, and I agree to compensate the parish/school/organization, its officers, directors and agents, chaperones, or representatives associated with the event, and the Archdiocese of Denver for reasonable attorney's fees and expenses arising in connection therewith.

I hereby consent to my child's participation in the field trip. I have carefully read this field trip authorization, and I understand and agree to each of the covenants 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 eclesiástico

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 los 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 las 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 ("participant"): _____

Home address: _____

Home phone: _____ Business phone: _____

Parent(s)/guardian(s) name(s): _____

I/we, _____ (parent(s) or guardian(s) name) grant permission for my/our child, _____ (participant's name) to participate in this parish/school/organization activity. This activity will take place under the employees and/or volunteers' guidance and direction of _____.

Parish/school/organization name (print)

A brief description of the 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 legal guardian(s), I/we remain legally responsible for any personal actions taken by the above-named Participant.

I/We further agree to defend, indemnify and hold harmless the Parish/School/Organization and the Archdiocese of Denver as well as any of its affiliated agencies and their respective agents, directors, officers, employees, and volunteers from any and all claims or demands made for damage, loss, illness or injury to the above-named Participant.

Signature: _____ Date: _____
(parent or guardian)

Signature: _____ Date: _____
(parent or guardian)



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.

Emergency medical treatment: 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: _____



Medications: Participant is taking medication at present. Yes ☐ No ☐

It is participant's responsibility to bring all necessary medications, and to ensure they are clearly labeled.

Instructions from the participant's family physician for these medications must be attached to this form.

The instructions must include the name, concise dosing directions, purpose of, and proper storage of and for all medications.

NOTE: 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.

Notice: I want to be contacted in the event it comes to the attention of the parish/school/organization, its officers, directors and agents, and the Archdiocese of Denver, chaperones, or representatives associated with the activity that participant experiences symptoms such as headache, vomiting, sore throat, fever, diarrhea, etc.

Yes ☐ No ☐

I/We hereby grant permission for the following non-prescription medication (non-aspirin products such as acetaminophen or ibuprofen, throat lozenges, cough syrup, etc.) to be administered to the Participant, if deemed appropriate.

Yes ☐ No ☐

OR: No medication of any type, whether prescription or non-prescription, may be administered to my child unless the situation is life-threatening and emergency treatment is required.

Yes ☐ No ☐

Signature: _____ Date: _____
(Parent or guardian)

Signature: _____ Date: _____
(Parent or guardian)



Formulario de consentimiento y renuncia de responsabilidades

Parental/guardian consent form and liability waiver

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

Nombre del menor ("participante"): _____

Dirección: _____

Teléfono de casa: _____ Teléfono del trabajo: _____

Nombre de los Padres o tutor: _____

Yo/Nosotros, _____ (nombre de los padres o del tutor) autorizo a mi hijo, _____ (nombre de los padres o del tutor) a participar en esta actividad de la parroquia/escuela/entidad. Esta actividad tendrá lugar bajo la supervisión y dirección de los empleados y/o voluntarios de _____ (nombre de la parroquia/escuela/entidad).

Breve descripción de la actividad: _____

Tipo de actividad: _____

Localización: _____

Persona/s encargadas: _____

Duración de la actividad: _____

Modo de transporte ida y vuelta: _____

Como padre/s o tutor legal, yo permanezco legalmente responsable de cualquier acción personal llevada a cabo por el Participante arriba mencionado.

Yo/Nosotros estoy de acuerdo en defender, indemnizar y no actuar en contra de la Parroquia/Escuela/Entidad y la Archidiócesis de Denver así como de cualquiera de sus agencias afiliadas ni sus respectivos agentes, directores, funcionarios, empleados ni voluntarios por cualquier reclamación o demanda hecha por daño, pérdida, enfermedad o lesión del Participante arriba mencionado.

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.

Tratamiento Médico de Emergencia: 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: _____ Teléfono: _____

Compañía de Seguro: _____

No de contrato: _____

Reacciones alérgicas a (medicamentos, comidas, plantas, insectos, etc.): _____

Vacunas: Fecha de la última vacuna del tétano y de la gripe: _____

¿Tiene el Participante alguna dieta especial prescrita por el médico? _____

¿Alguna limitación física? _____

¿Ha tenido o ha estado expuesto el Participante recientemente a alguna enfermedad contagiosa como: paperas, sarampión, gripe, varicela, etc.? _____

En caso afirmativo, añadir fecha y enfermedad: _____

¿Cualquier otra condición médica?: _____



Medicamentos: ¿Está el Participante actualmente tomando algún medicamento? Si ☐ No ☐

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

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

NOTA: El personal de la Parroquia/Escuela/Entidad y los voluntarios NO administrarán NINGÚN 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.

Aviso: Quisiera que me contacten en el caso que la Parroquia/Escuela/Entidad, sus funcionarios, directores y agentes, acompañantes o representantes asociados con la actividad, y la Archidiócesis de Denver, detecten que el Participante tiene síntomas como dolor de cabeza, vómitos, dolor de garganta, fiebre, diarrea, etc.

Si ☐ No ☐

Yo/Nosotros autorizo por la presente a administrar al Participante medicamentos sin prescripción médica (productos sin aspirina como ibuprofeno, pastillas para la garganta, jarabe para la tos, etc. si lo estiman oportuno.

Si ☐ No ☐

O: No se administrará a mi hijo ningún medicamento ya sea prescrito o no a menos que haya un riesgo para su vida y sea necesario un tratamiento de 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)

ACTIVITY PARTICIPANT OR FACILITY USER: _____

DATES OF ACTIVITY OF USAGE: _____

TYPES OF ACTIVITY OR USAGE: _____
(Be specific and list all activities involved)

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: (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 eclesiástico

PARROQUIA/ESCUELA/ENTIDAD: _____
(Incluye 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,

Full name (print)

executors, and personal representatives, to hold harmless and defend

_____, The Archdiocese of Denver, and its

Parish/school/organization (print)

officers, directors, agents, employees, or representatives associated with the field trip from any and all liability claims, loss or damage arising from or in connection with my participation in the field trip.

In the event that I should require medical treatment and I am not able to communicate my desires to attending physicians or other medical personnel, I give permission for the necessary emergency treatment to be administered.

Please advise the doctors that I have the following allergies:

In case of an emergency and for permission for treatment beyond emergency procedures, please contact:

Name: _____

Relationship to me: _____

Daytime phone: _____ Nighttime 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

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 personal 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: _____



VIII. Contractors

Use of contractors

In accordance with pastoral handbook guidelines which must be followed, ALL contracts exceeding \$35,000 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 current version of the pastoral handbook 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

The Small Contractor/Worker Hold Harmless/Indemnity Agreement [Appendix VIII.A(1) or Appendix VIII.A(2)] should be used for all service work and minor maintenance under \$35,000 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 ArchdioceseOfDenver@lockton.com prior to beginning work.

Insurance coverage (please refer to contractor matrix for limits by contractor exposure type)

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 declaration of independent contractor insurance status form in lieu of a workers' compensation insurance certificate. The form can be found below.

Small contractor/worker hold harmless/indemnity agreement

Return completed form to parish/school/ecclesiastical organization

PARISH/SCHOOL/ECCLESIASTICAL 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:

NAME: _____
(print)

TITLE: _____
(print)

DATE: _____

SIGNATURE OF PARISH/SCHOOL/ECCLESIASTICAL ORGANIZATION:

NAME: _____
(print)

TITLE: _____
(print)

DATE: _____



Contratista/trabajador sostenga inofensivo/indemnización acuerdo

Devolver la forma llena a la parroquia/escuela/organización eclesiástica

PARROQUIA/ESCUELA/ORGANIZACIÓN ECLESIASTICA: _____
(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:

NOMBRE: _____
(En letra de imprenta)

TÍTULO: _____
(En letra de imprenta)

FECHA: _____

PARROQUIA/ESCUELA/ORGANIZACIÓN ECLESIASTICA:

NOMBRE: _____
(En letra de imprenta)

TÍTULO: _____
(En letra de imprenta)

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.

1. 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).
2. 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

We certify UNDER PENALTY OF PERJURY that: (name and trade name) _____
performing (type of work) _____
Social Security or Federal Employer Identification # _____
Address: _____ Phone: _____
is an independent contractor (IC) and is not an employee of the following policyholder (PH): _____
Address: _____ Policy # _____ Phone: _____

We also certify, by OUR initials WHERE APPLICABLE, that the above business for which the above individual performs services meet the following criteria:

- IC _____ PH _____ 1. The business DOES NOT require the individual to work ONLY for the business for whom services are performed (except that the individual may DECIDE to work only for the business for a definite period);
- IC _____ PH _____ 2. The business DOES NOT establish a quality standard for the individual (except that the business may provide plans and specifications regarding work but cannot oversee the actual work or instruct the individual as to how work will be performed);
- IC _____ PH _____ 3. The business DOES NOT pay the individual a salary or an hourly rate instead of a fixed or contract rate;
- IC _____ PH _____ 4. The business DOES NOT terminate the work or the service provided during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of the contract;
- IC _____ PH _____ 5. The business DOES NOT provide more than minimal training for the individual;
- IC _____ PH _____ 6. The business DOES NOT provide tools or benefits to the individual (except that materials and equipment may be supplied);
- IC _____ PH _____ 7. The business DOES NOT dictate the time of performance (except that a completion schedule and a range of agreeable work hours may be established);
- IC _____ PH _____ 8. The business DOES NOT pay the individual personally instead of making payment or checks payable to the trade or business name of the individual;
- IC _____ PH _____ 9. The business DOES NOT combine the business operations in any way with the individual's business operations instead of maintaining all such operations separately and distinctly.

CERTIFICATION BY INDEPENDENT CONTRACTOR

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.

Independent Contractor Signature	Title	Social Security #
STATE OF COLORADO, COUNTY OF _____		
Subscribed and sworn before me by _____	this _____ day of _____	_____
	Commission 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
STATE OF COLORADO, COUNTY OF _____	
Subscribed and sworn before me by _____	this _____ day of _____
	Commission expires: _____

NOTARY PUBLIC

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:

1. Él 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).
2. Él 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) _____
Núm. de Seguro Social o Identificación Patronal Federal _____ Teléfono: _____
Dirección: _____
es contratista independiente (CI) y no es empleado del siguiente asegurado (A): _____
Dirección: _____ Núm. de Póliza _____ Teléfono: _____

También certificamos, firmando con NUESTRAS iniciales DONDE RESULTE APLICABLE, que la empresa mencionada anteriormente para la cual la persona antedicha presta servicios satisface los siguientes criterios:

- CI _____ A _____ 1. La empresa NO requiere que la persona trabaje EXCLUSIVAMENTE en la empresa donde se prestan los servicios (salvo que la persona puede DECIDIR trabajar sólo para la empresa durante un periodo definido);
- CI _____ A _____ 2. La empresa NO establece una norma de calidad para la persona (salvo que la empresa puede proporcionar planes y especificaciones relativos al trabajo, pero no puede supervisar el trabajo propiamente dicho o dar instrucciones a la persona sobre cómo se realizará el trabajo);
- CI _____ A _____ 3. La empresa NO paga a la persona un salario o una tarifa por hora en lugar de una tarifa fija o contractual;
- CI _____ A _____ 4. La empresa NO da por terminado el trabajo o el servicio proporcionado durante el periodo contractual a menos que la persona incumpla los términos del contrato o no produzca un resultado que satisfaga las especificaciones del contrato;
- CI _____ A _____ 5. La empresa NO proporciona más que una capacitación mínima a la persona;
- CI _____ A _____ 6. La empresa NO proporciona herramientas o prestaciones a la persona (salvo que puede suministrar materiales y equipo);
- CI _____ A _____ 7. La empresa NO estipula el tiempo de realización (salvo que puede establecerse un calendario de terminación y un horario de trabajo mutuamente aceptable);
- CI _____ A _____ 8. La empresa NO le paga al individuo personalmente sino que efectúa el pago o hace los cheques pagaderos al nombre comercial o de negocios de la persona;
- CI _____ A _____ 9. La empresa NO combina las operaciones comerciales de ningún modo con las operaciones comerciales de la persona sino que mantiene todas esas operaciones por separado y claramente diferenciadas.

CERTIFICACIÓN DEL CONTRATISTA INDEPENDIENTE

EL CONTRATISTA INDEPENDIENTE ENTIENDE QUE:

- NO TENDRÁ DERECHO A NINGUNO DE LOS BENEFICIOS DE LA COMPENSACIÓN A LOS TRABAJADORES EN CASO DE LESIÓN.
- ESTÁ OBLIGADO A PAGAR TODOS LOS IMPUESTOS SOBRE LA RENTA FEDERALES Y ESTATALES CON RESPECTO A TODOS LOS INGRESOS QUE PERCIBA POR PRESTAR LOS SERVICIOS A LA EMPRESA.
- ESTÁ OBLIGADO A PROPORCIONAR EL SEGURO DE COMPENSACIÓN A LOS TRABAJADORES A TODOS LOS TRABAJADORES QUE CONTRATE.

Firma del Contratista Independiente _____ Puesto _____ Núm. del Seguro Social _____
ESTADO DE COLORADO, CONDADO DE _____
Suscrito y jurado ante mí por _____ el día _____ de _____ de _____
Vencimiento de la comisión: _____

NOTARIO PÚBLICO

La aceptación del contratista independiente mencionado en este formulario no modifica la responsabilidad de ninguna de las partes de conformidad con la Ley de Compensación a los Trabajadores. Si las personas u organizaciones contratadas o empleadas por el contratista independiente no están cubiertas por otro seguro de compensación a los trabajadores, se cobrará al asegurado especificado en este formulario una prima por la cobertura de dichas personas u organizaciones.

CERTIFICACIÓN DE LA EMPRESA

Certifico que estoy autorizado por la empresa mencionada anteriormente para manifestar que toda la información contenida en este formulario es veraz y precisa. Entiendo que si la persona antedicha no reúne los requisitos para tener el estado de contratista independiente, se establecerá la prima que corresponda.

Firma _____ Puesto _____
ESTADO DE COLORADO, CONDADO DE _____
Suscrito y jurado ante mí por _____ el día _____ de _____ de _____
Vencimiento de la comisión: _____

NOTARIO PÚBLICO

²Appendix VIII.B(2)

IX. Automobile

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 Archdiocese of Denver Human Resources Employee Manual 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 twenty-one (21) years of age;
- Have a safe driving history and record as determined by the results of a motor vehicle record (MVR) check request submitted to Lockton. A driver will not be approved if they have had one major driving violation in the past three (3) years or one (1) minor driving violations in the past year. It is recommended for drivers on behalf of a school have an MVR check every year. Each location is to maintain record of approved drivers;
- Complete the GotSafety online driving courses;
- 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;
- The vehicle may only carry the same number of people as there are seatbelts in the vehicle.

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. See contractor matrix for insurance guidelines for this exposure. Please contact ArchdioceseOfDenver@lockton.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 Colorado statutory minimum limits, especially in situations where minors are being transported by the volunteer. 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 the front and back of their driver's license to Lockton for an MVR;
- Submit a clear copy of their automobile insurance card to ArchdioceseOfDenver@lockton.com – check that the coverage is not expired or the policyholder address in a state other than Colorado;
- Have them complete the appropriate "Volunteer Driver Agreement" form [Appendix IX.A(1) or Appendix IX.A(2)];
- Have them complete the GotSafety online driving course and provide you with a copy of their certificate of completion (refer to the Online Training Instructions, Appendix IX.E);
- If they will be driving children or youth on field trips, retreats, etc., they must be Safe Environment compliant. Please check with the Office of Minor and At-Risk Adult Protection if you need further information on these policies and procedures.
- If privately owned vehicle can carry more than 15 passengers, including driver, please see the approval procedures below for Drivers of Vehicles Transporting 16 or More Persons.

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

Approval procedures required

- Complete the "Approval Application Form for Drivers of 15-Passenger or Smaller Vehicles" (Appendix IX.C) and submit the completed form to ArchdioceseOfDenver@lockton.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 GotSafety online defensive driving course and provide you with a copy of their certificate of completion (refer to the Online Training Instructions, Appendix IX.E);
- If they will be driving children or youth on field trips, retreats, etc., they must be Safe Environment compliant. you can check with the Office of Minor and At-Risk Adult Protection 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 "Volunteer Driver Agreement for Parish/School/ Ecclesiastical Organization Vehicle" (Appendix IX.B).

DRIVERS OF VEHICLES TRANSPORTING 16 OR MORE PERSONS

Approval procedures required

- Have the Driver complete the “New Bus Driver Application” (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 ArchdioceseOfDenver@lockton.com for an MVR;
- Provide ArchdioceseOfDenver@lockton.com 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 ArchdioceseOfDenver@lockton.com. (The parish/school/ecclesiastical organization is responsible for any cost);
- The parish will complete a Federal Clearinghouse Query on the driver before their assignment begins to confirm they have no drug and/or alcohol violations in the past three (3) years. If a violation is found and a substance abuse program has not been completed, the driver may not be employed by the parish.
- Both the driver and their 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 (6) hours of training;
- A first aid certificate is required every three (3) 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 Pre-Trip Inspection Form for Vans and Buses (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);
- Should an accident occur, police should be notified immediately and the commercial vehicle should NOT be moved until law enforcement instructs you to do so;
- 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.
- Nine (9) or less passenger van
- Fifteen (15) passenger activity bus

EMPLOYEE AND VOLUNTEER COMMERCIAL DRIVER "CDL" LICENSE APPLIES TO

- Sixteen (16) to sixty (60) – passenger vehicle: Class C
- Sixty-one (61) – passenger or greater vehicle: Class B

ADDITIONAL REQUIREMENTS FOR DRIVERS OF VEHICLES TRANSPORTING 16 OR MORE PERSONS

Effective November 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 two thousand five hundred dollars (\$2,500). In extreme cases, the fine can be as high as five thousand dollars (\$5,000) and ninety (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.

CDL related documents are provided on Mission Support website.

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 five million dollars (\$5,000,000) to ten million dollars (\$10,000,000) depending on the size of the group transported. Please refer to contractor matrix for limit requirements specific to group size and vehicle.

RENTAL OF PARISH/SCHOOL/ECCLESIASTICAL ORGANIZATION-OWNED BUSES TO OTHERS

Before engaging in rental of buses to any outside organization, the Short-Term Bus Lease Agreement must be completed and signed. No amendments can be made to the agreement without prior approval.

VAN/BUS POLICY

New or used from ten (10) to fifteen (15) passenger vans can be purchased, leased, or utilized for the purpose of transporting passengers by any parish/school/ecclesiastical organization if proper maintenance and training takes place and the formal approval process is completed. A certificate of completion and maintenance procedures must be submitted to archdioceseofdenver@lockton.com for approval.

Whether or not you have an approval, the following procedures must still be followed:

- Seat(s) cannot be removed from a ten (10) to fifteen (15)-passenger van to reduce capacity.
- 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.
- Adhere to the speed limit.
- Avoid abrupt maneuvers.
- Keep at least four (4) car lengths of space in front of your vehicle.
- Only use high-quality tires with good tread and maintain proper tire air pressure.
- Ensure tire tread is appropriate before the trip begins.
- 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.

VEHICLE 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 one quarter (1/4) tank or below. Do not bring the vehicle back empty.
- Clean all materials, wastepaper, pop cans, etc. out of the vehicle when you come back.

Recordkeeping

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 sixteen (16) passenger 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 (6) 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 twenty-four (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 twenty-four (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

- Place your vehicle in park and turn the engine off.
- Check for injuries and administer first aid where possible.
- Do not move the vehicles.
- Take photos of damage and positions if it is safe to do so.
- Have a responsible person call 911.
- Protect the accident scene with a set of emergency triangles or reflectors, which should be placed a minimum of one hundred (100) feet in 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 say "I'm sorry" as this can be taken as an admission of liability.
- Do not leave the accident scene until told to do so by the police.
- Obtain the accident report number and officer's contact information from the police.
- If the accident involves a sixteen (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 to all passengers before leaving on a trip.
- Children under eight (8) years of age must ride in an approved child or booster seat.
- Make sure everyone in your vehicle buckles up.

- 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,
- The driver should never apply cosmetics or fix hair while the vehicle is moving.
- 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 (4) 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 get out of the vehicle and 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.



Pre-trip inspection form for vans and buses

Return completed form to parish/school/ecclesiastical organization. This form should be completed for both owned and non-owned vehicles.

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/School/Organization: _____

Date: _____ Odometer Reading: _____

Step one: Walk-up

Notes

Check for flat tires, missing valve caps, worn or damaged tires

Check for any new exterior damage

Step two: Equipment check

First aid kit

Fire extinguisher

Registration/insurance I.D. card and insurance accident kit

Blanket and snacks (for winter breakdowns)

Spare tire

Tire jack, include block of wood on which to place jack

Emergency triangles

Snow chains

Step three: Interior check

Test horn

Test wipers and washer fluid

Check for seat belt damages

Buses – check seat backs for damage, stability, loose/protruding parts

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

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/damages noted: _____

Corrective action taken: _____

Signature: _____

Date: _____



Volunteer driver agreement

Return completed form to parish/school/ecclesiastical organization

I, _____, do hereby affirm that the following statements are true:

I have a valid driver's license which has not been suspended or revoked during the past five (5) years.

I understand that as a volunteer driver, my automobile insurance is primary. I have in full force and effect automobile liability insurance valid in the State of Colorado and do carry with me at all times proof of such insurance.

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.

I voluntarily accept responsibility to provide transportation, and I accept responsibility for the safety of my passengers, and at all times I agree to:

- Use and insist that all passengers use seatbelts;
- Drive carefully within established speed limits and driving conditions;
- Keep my vehicle in safe operating condition;
- Never drink any alcoholic beverages or take any drug which may inhibit my driving ability within eight (8) hours before transporting any passengers; and
- 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.

☐ I have received a cleared MVR report for the driver from Lockton.

☐ I have verified the driver has completed the online Driving Courses in GotSafety.

Date: _____ Assisted by pastor or supervisor: _____



Acuerdo de conductor voluntario

Volunteer driver agreement

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

Yo, _____, aquí declaro que lo siguiente es verdadero.

Tengo una Licencia válida que no ha sido suspendida o revocada durante los cinco últimos años.

Entiendo que como conductor voluntario, mi seguro es primordial. Tengo en toda su vigencia y efecto seguro automovilístico y llevo conmigo en todo momento prueba de dicho seguro.

No he sido condenado o declarado culpable por conducir bajo la influencia del alcohol, conducir en estado deterioro de la capacidad, o manejo imprudente durante los últimos cinco años.

Yo acepto voluntariamente la responsabilidad de proporcionar transporte, y acepto la responsabilidad por la seguridad de mis pasajeros y estoy de acuerdo en todo momento en:

- Usar e insistir que todos los pasajeros usen cinturones de seguridad.
- Manejar con cuidado dentro de los límites de velocidad y condiciones de manejo.
- Mantener mi vehículo en optimas condiciones de operación.
- Nunca beber bebidas alcohólicas o tomar medicina que pueda inhibir mi habilidad de conducir dentro de las 8 horas previas a transportar cualquier pasajero; y
- Obedecer toda ley de tránsito.

Fecha: _____ Firma del conductor: _____

☐ Tengo una copia del comprobante de seguro del conductor mencionado anteriormente.

☐ Tengo una copia de la licencia de conducir valida para el conductor mencionado anteriormente.

Fecha: _____ Atestiguado por el Párroco o Supervisor _____



Application form

For drivers of 15-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 ArchdioceseOfDenver@lockton.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 arise. 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).



Short-Term Bus Lease Agreement

Return completed form to parish/school/ecclesiastical organization.

This **Short-Term Bus Lease Agreement** ("Agreement") is made and effective as of **[Insert Date and Year]** (the "Effective Date"), by and between **[Insert Company Renting Bus]** ("Lessee") and **[Insert Company Providing Bus]** ("Lessor").

RECITALS

- A. Lessor is the owner of one or more buses as described on **Schedule 1** hereto (individually or collectively, as the context may require, the "Bus").
- B. Lessee desires to lease the Bus from Lessor, and Lessor desires to lease the Bus to Lessee, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises in this agreement and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree to the following:

- 1. **USE OF BUS.** Lessor hereby leases the use of the Bus to Lessee for the Lease Term (as defined below). Lessee shall have exclusive use of the Bus for the Permitted Use, as defined below, subject to the terms of this Agreement. Lessee's use of the Bus shall be solely for the transportation of passengers to and from **[description of event/permitted]** and for other legal uses incidental and related to such transportation (the "Permitted Use") and for no other purposes without Lessor's prior written consent. Title to the Bus shall at all times remain in Lessor.
- 2. **LEASE TERM.** The Lease term shall begin on **[Insert Start Date]** and shall terminate on **[Insert End Date]** (the "Lease Term"). The Lease Term shall cover all time consumed in transporting the Bus, including the date of delivery and the date of return.
- 3. **RENT.** Lessee shall pay as rent for the Bus, without any deductions or offsets, a one-time payment of \$_____ for use of the Bus ("Rent"). **[Section to be updated depending on agreed upon payment terms. E.g., lump sum payment, installment payments, per mile charge]**
- 4. **FEES, ASSESSMENTS, AND TAXES PAID BY LESSEE.** The Lessor will not be responsible for any fees, assessments or taxes associated with use, storage or transit of the Bus during the Lease Term.
- 5. **RISK OF LOSS OR DAMAGE.** Lessee shall be fully responsible for any damage to the Bus however caused and Lessee agrees to assume all risk of loss or damage to the Bus from any cause and agrees to return the Bus to Lessor in the same condition it was in when received on the Effective Date, with the exception of normal wear and tear. Lessor or their appointed agent will determine normal wear and tear.
- 6. **MAINTENANCE AND OPERATION.** Lessee shall perform any necessary maintenance during the Lease Term. Maintenance will be the responsibility of Lessee and will be paid by Lessee at Lessee's sole expense. **[Lessor should add in any differences here for maintenance responsibility]** If the Bus is not returned in the same condition as it was on the Effective Date, then Lessee will be responsible for the expenses required to repair the Bus to such condition.



7. **REPAIRS.** The expense of all repairs made during the Lease Term, including labor, materials, parts and other items shall be paid by Lessee. [Lessor should change this if the responsibility is different than stated]
8. **OPERATION OF THE BUS.** Lessee agrees to operate and use the Bus in accordance with all laws, regulations, and safety requirements. Lessee agrees that no individual will operate or drive (each a "Driver") the Bus without satisfying the following requirements:
 - a. Each Driver must have a valid Commercial Driver's License ("CDL") class B license;
 - b. Each Driver must have a valid CDL medical card;
 - c. Each Driver must have passed a pre-employment drug and alcohol test;
 - d. Lessee must have, within a year of the Effective Date, obtained a Department of Transportation Clearinghouse Query for each Driver, which evidences no violations or information which would reasonably indicate that Driver is not qualified to operate the Bus; and
 - e. Each Driver must be subject to the random drug and alcohol testing requirements and procedures.

Lessor shall not provide any Driver to Lessee in connection with this Agreement and Lessee shall be solely responsible for obtaining qualified Drivers hereunder.
9. **DISCLAIMER.** Lessor is not responsible for any loss, damage, injury to Lessee or any third party as a result of any defects of the Bus or issues caused by use of the Bus by Lessee or third parties.
10. **INSURANCE.** Lessee agrees to be bound and abide by the insurance requirements attached as **Exhibit A** hereto and incorporated herein by this reference.
11. **INDEMNITY.** Lessee shall indemnify Lessor, Archdiocese of Denver and their affiliates, successors and assigns, and each of their respective directors, officers, representatives, agents and employees (collectively, "Indemnitees") against, and hold the Indemnitees harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the Bus or this Agreement, including without limitation, the selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the Bus.
12. **ASSIGNMENT.** Lessee shall not assign, sublet, or encumber any interest in this Agreement or the Bus or permit the Bus to be used by anyone other than Lessee or Lessee's employees, without Lessor's prior written consent.
13. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement between the parties. No modification or amendment of this contract shall be effective unless in writing and signed by both parties. This contract replaces any and all prior agreements between the parties.
14. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of Colorado.
15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which executed counterparts shall together constitute a single document.
16. **NOTICE.** Any relevant information or appropriate notice under this Agreement shall be in writing and shall be delivered to the parties via mail at the address set forth on the signature page below.

[Signature page follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

LESSOR:

By: _____
Name: _____
Title: _____
Address: _____

LESSEE:

By: _____
Name: _____
Title: _____
Address: _____

Schedule 1

Description of Bus

Description	Model	Serial number

Exhibit A

Insurance requirements

Lessee agrees it shall carry and maintain in full force and effect, during the Lease Term, at its own expense, the following required insurance policies with insurers currently rated A-VII or better by A.M. Best and duly authorized to provide coverage in the state(s), territory or country in which services are being provided.

- A. Commercial general liability insurance including coverage for premises and operations, products and completed operations, contractual liability, bodily injury, personal injury, advertising injury and property damage with a minimum policy limit of one million dollars (\$1,000,000) USD per occurrence and two million dollars (\$2,000,000) USD in the annual aggregate.
- B. Workers' compensation and occupational disease insurance with statutory coverage and limits pursuant to the laws, rules and regulations of the jurisdictions in which any employee or agent of Lessee performs work under this agreement.
- C. Employer's liability insurance with minimum limits of one million dollars (\$1,000,000) USD per accident or disease.
- D. Business automobile liability insurance for loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle, including the Bus, in the performance of this agreement, whether owned, non-owned, hired or leased and with minimum limits of five million dollars (\$5,000,000) USD combined single limit each accident;
- E. Commercial umbrella liability insurance which will provide excess, follow-form coverage above all liability limits required herein with per occurrence and annual aggregate limits of at least twenty million dollars (\$20,000,000) USD.
- F. Crime, employee dishonesty and computer fraud insurance with coverage for loss arising out of or in connection with any fraudulent or dishonest acts committed by the employees with minimum limits of one million dollars (\$1,000,000) per occurrence.
- G. **Additional insured and loss payee status.** At no additional cost to lessor, lessee shall cause insurer(s) to name, "Archdiocese of Denver, its subsidiaries and affiliates" as additional insureds for:
 - Commercial general liability insurance;
 - Business automobile liability insurance;
 - Commercial umbrella/excess liability insurance;
 - Crime coverage shall include, "Archdiocese of Denver" as loss payee.
- H. **Subrogation waiver.** At no additional cost to lessor, lessee shall cause insurer(s) to waive its subrogation rights against "Archdiocese of Denver, its subsidiaries and affiliates" for:
 - Workers' compensation/employer's liability insurance;
 - Business automobile liability insurance;
 - Commercial general liability insurance;
 - Commercial umbrella/excess liability insurance.
- I. **Lessee's policy is primary cover.** All general, automobile and umbrella/excess liability insurance policies afforded by lessee shall be primary to, and not contributing with any other insurance, self-insurance or captive insurance maintained by, Archdiocese of Denver, its subsidiaries and affiliates.



- J. **Separation of insureds.** lessee shall include a separation of insured provisions, or insured vs. insured carve-back, with no cross liability or cross suits exclusions for additional insureds under the following coverages:
- Business automobile liability insurance;
 - Commercial general liability insurance;
 - Umbrella/excess liability insurance.
- K. **Certificates of insurance.** Prior to the taking possession of the Bus and at least ten (10) days prior to the expiration of each insurance policy, lessee must furnish Lessor with certificate(s) of insurance evidencing the required insurance coverage and referencing the agreement and executed by an authorized representative, upon execution of this agreement.
- L. **Notice of cancellation, termination or material change in insurance coverage.** Lessee shall notify lessor in writing immediately upon notice or becoming aware of pending cancellation, termination or material change to the insurance coverage that the Lessee has secured to comply with this agreement. For avoidance of doubt, a "material change" in coverage shall mean a change that would result in lessee being noncompliant with a material provision of these insurance requirements.
- M. **Claims made policies.** If any insurance policy is a "claims made" policy, then such claims made policy must be kept in force for not less than three (3) years immediately following termination or expiration of this agreement. Evidence of successive policy periods must be made by the annual issuance of a certificate of insurance to Archdiocese of Denver, its subsidiaries and affiliates.
- N. **Satisfaction of limits.** The limits required under this contract can be satisfied through any combination of primary and umbrella/excess insurance.
- O. **No relief from obligations.** Approval or acceptance of any of Lessee's insurance policies by Lessor will not relieve Lessee of any obligations contained herein, including lessee's obligations under the indemnification section of this agreement, whether claims are within, outside or in excess of lessee's policy limits, and regardless of solvency or insolvency of the insurer(s) that issues such coverage. Such insurance will not preclude Archdiocese of Denver, its subsidiaries and affiliates from taking any actions that are available to it under any provision of this agreement or otherwise under applicable law. The failure to provide certificates or add Archdiocese of Denver, its subsidiaries and affiliates as additional insureds in accordance with this insurance section will not release lessee in any manner of any liability arising under this agreement. Furthermore, in no way shall Lessee's liability be limited to that which is recoverable by insurance required herein.
- P. **Termination survival.** This entire insurance section shall survive termination of this agreement. The insurance coverage requirements provided under this exhibit A to the agreement will survive the termination of the insurance contract and the agreement.
- Q. **Adequacy of limits and coverage.** In the event of a change in scope of this agreement, services provided, or market conditions, Lessor and Lessee shall mutually agree to any amendments in insurance requirements.
- R. **Territory.** All required insurance must cover claims and occurrences worldwide. Defense must be provided in the country or territory in which the claim or occurrence took place, as well as in the United States.

X. Safety and training

Online training instructions

As of September 2024, the AoD now uses GotSafety for the online Learning Management System (LMS). Below are instructions to request volunteer or employee accounts:

- Admin training instructions:
 1. Go to www.gotsafety.com
 2. At the top right of the page, click on 2.0 log in.
 3. The login portal is going to say GotSafety 2.0, sign in from here using the admin credentials provided to your location. If needed, Shelbi Busk at Shelbi@gotsafety.com can provide the credentials.

Employee and volunteer account creation

There are two ways accounts can be created in GotSafety, (1) Email Shelbi Busk at GotSafety with the below information or (2) follow steps 1-7 listed below.

Employee ID	First name	Middle name	Last name	Department	Email	Contact #
<ul style="list-style-type: none"> • Employee ID – it is recommended to use the Paycom employee ID. • Volunteer ID – it is recommended to their cell phone number. 		Optional		See department list under playlist vs. Training Scheduler section		

1. Click on **Employee Management** from the dashboard.
2. Select **Add Employee**.
3. This will open a fillable page to input your employee or volunteer's information.
4. Fields marked with a red asterisk are required. Be sure to change "Inactive" to "Active."
5. Middle name, email, and mobile number are optional but recommended. Email and mobile number are used if you want your employee to receive notifications for scheduled training or expiring certifications.
 - Employee ID – it is recommended to use the Paycom employee ID.
 - Volunteer ID – it is recommended to their cell phone number.
6. Once all information is filled out, click **Save**.
7. This will take you to the **Manage Employee** tab.

On this page, you can view all employees currently in your system. To navigate here from the main menu, click on the **Employee Management** tab and then select **Manage Employee**.

- You can inactivate employees or volunteers by clicking the green box under **Status**.
- After clicking the green box, it will ask if you want to inactivate. Click **Okay**.

- The box will now turn yellow.
- To edit employee or volunteer's details, click on the pencil icon next to their name.
- This allows you to edit the name, ID number, department, and add an email or phone number.

To search for a specific employee or volunteer or by department, use the search bar in the top right corner. Simply type the employee's name, ID number, or department, and the system will filter automatically.

How to assign and access courses: Playlist vs. training scheduler

GotSafety provides two options for accessing trainings: playlist and training scheduler. Due to the number of courses assigned to employees, it is recommended that they use the training scheduler. This feature allows employees to search for their name and easily track and complete their assigned courses. Once a course is completed, it automatically disappears from their list. In contrast, the playlist option requires the individual to keep track of which courses they have completed. Volunteers, who have fewer courses to complete, are encouraged to use the playlist for their training. Shelbi at GotSafety (shelbi@gotsafety.com) can assign the trainings through either the playlist or training scheduler based on how the attached employee and volunteer roster is completed. In the "department" field, please select one of the following departments for each individual:

Department	Explanation	Playlist or training scheduler
Volunteer driver	Any individual needing to complete the driving courses. The courses will be found under "playlist"	Playlist
Parish/pastoral center/CFCS/other	All AoD staff, excluding school employees, custodians, maintenance and security personnel	Training scheduler
School	All school staff, excluding maintenance, custodian and security personnel	Training scheduler
Custodian	All custodian staff, regardless of location	Training scheduler
Maintenance	All maintenance staff, regardless of location	Training scheduler
Security	All security staff, regardless of location	Training scheduler
Bus driver	All bus drivers (15+ busses)	Training scheduler

How to assign driving courses to employees or volunteers

Once the employee or volunteer account has been created, the individual can login to GotSafety at <https://new.gotsafety.com/login> using the employee/volunteer credentials provided to the Administrator, navigate to the "Safety Lessons" tab, and click on "Driving Training." The lessons are pre-loaded, and the user must either watch the videos or read the PDFs. To confirm course completion, they will need to sign off using their electronic signature.

How employees can access their assigned courses

The employee will login to GotSafety at <https://new.gotsafety.com/login> using the employee/volunteer credentials provided to the Administrator. They will then click on "Training Scheduler," enter their name and see all required trainings along with their due dates. The employee must either watch the videos or read the PDFs and sign off with their electronic signature to confirm course completion.

Training requirements

A listing of available courses and associated training requirements can be found below:

Training	Non-school	Bus drivers	Custodian	School	Maintenance	Security
Abuse and domestic violence reporting	X	X	X	X	X	X
Aerial lift equipment					X	
Air compressors					X	
Alcohol in the workplace	X	X	X	X	X	X
Anaphylactic Shock		X		X		X
Appliance repair safety					X	
Asbestos safety *additional information can be found below this list			X		X	
Asbestos: Working safely in buildings with asbestos			X		X	
Awareness of your surroundings	X	X	X		X	X
Backs and lifting	X		X		X	
Battery handling safety			X		X	
Bleach safety			X		X	
Bloodborne pathogens	X	X	X	X	X	X
Bloodborne pathogens: Bloodborne pathogens spill kits	X	X	X	X	X	X
Boiler room safety			X		X	
Bomb threat	X		X	X	X	X
Building access control			X	X	X	X
Building evacuation				X		X
Building lockdown				X		X
Chainsaw safety					X	
Chemical storage safety	X		X		X	
Cleaning and disinfection safety			X		X	
Compressed gas safety					X	
Conflict – remaining calm during confrontation				X		X
Contaminated sharps	X		X	X	X	

Training	Non-school	Bus drivers	Custodian	School	Maintenance	Security
COVID-19 prevention plan		X				
CPR	X	X	X	X	X	X
Crematory: cremains processor					X	
Crossing guard safety				X		
Dealing with aggressive people in the workplace	X	X		X	X	X
De-escalation safety	X	X	X	X	X	X
Discrimination in the workplace	X		X	X	X	X
Dispensing chemicals			X		X	
DOT pre- and post-trip inspections		X				
Driving accident reporting		X	X		X	
Driving: Back to school						
Driving defensive driving practices		X	X			
Driving: Distracted driving		X	X		X	
Driving in inclement weather		X	X		X	
Driving safety		X	X		X	
EAP (emergency action plan)	X		X	X	X	X
Electricity: A basic understanding			X	X	X	X
Electrical: Preventing accidents					X	
Employee safety responsibilities	X		X	X	X	X
Encountering homeless people on jobsites	X					
Fall protection: General industry					X	
Fire extinguishers	X	X	X	X	X	X
Fire hazards in the workplace			X	X	X	X
Fire safety and prevention	X		X	X	X	X
First Aid: Basics	X	X	X	X	X	X
First Aid: Bone fractures and breaks				X		X

Training	Non-school	Bus drivers	Custodian	School	Maintenance	Security
First Aid: Choking	X	X		X		X
First Aid: concussions	X		X	X	X	X
First Aid: Cuts, lacerations and punctures			X	X	X	X
First Aid: Heat illness			X	X	X	X
Forklift safety					X	
Full body stretches: Arms and shoulders			X	X	X	X
Full body stretches: Back and waist			X	X	X	X
Full body stretches: Hands and wrists			X	X	X	X
Full body stretches: Legs			X	X	X	X
Grinders: Bench grinder safety					X	
Grinders: Portable grinder safety					X	
Hand tool safety					X	
Hazard communication: GHS labels	X		X	X	X	X
Hazard communication and GHS	X		X	X	X	X
Hazard communication: pictograms	X		X	X	X	X
Hazard communication: safety data sheets (SDS)	X		X	X	X	X
Hot work permits					X	
Hot works					X	
Housekeeping for the office	X		X	X	X	X
Infection control				X		X
Injury and illness prevention program (IIPP)	X		X	X	X	X
Kitchen Fire prevention and safety			X		X	
Kneeling and squatting techniques			X	X	X	X
Lice				X		
Ladders			X		X	
Ladder selection			X	X	X	
Lawn mowers: Pushing					X	

Training	Non-school	Bus drivers	Custodian	School	Maintenance	Security
Lawn mowers: Ride on					X	
Leaf blower safety					X	
Lockout/tagout (LOTO): affected employees					X	
Lockout/tagout (LOTO): authorized employees					X	
Lightning safety	X		X	X		X
Management: Accident- incident investigation	X		X	X	X	X
Management: Drug testing			X		X	X
Management: Drugs and alcohol in the workplace	X		X		X	X
Management: Federal OSHA inspections			X		X	X
Management: Wildfire prevention			X		X	X
Management: Wildfire smoke			X		X	X
Material handling: Lifting	X		X		X	
Mental health	X	X	X	X	X	X
Mold safety			X		X	
Mold: Procedures for cleaning mold safely			X		X	
Musculoskeletal injury hazard identification	X	X	X	X	X	X
Office ergonomics	X		X	X	X	X
Painter safety					X	
Parking lot safety	X		X	X	X	X
Pesticide safety					X	
PPE: Personal protection equipment	X		X		X	X
PPE: Respiratory protection			X		X	
Pressure washers			X		X	
Repetitive motion injury	X		X	X	X	X
Responding to an active shooter incident	X		X	X	X	X
Security guard safety						X
Security guard: De- escalation safety						X

Training	Non-school	Bus drivers	Custodian	School	Maintenance	Security
Slips, trips & falls	X	X	X	X	X	X
Snowblower safety					X	
Stretch and flex: Exercises	X	X		X		X
Substance abuse in the workplace	X	X	X	X	X	X
Tornado: Before, during and after	X	X		X		X
Violence in the workplaces	X	X	X	X	X	X
Winter safety: Slips, trips, and falls	X	X	X	X	X	X
Welding safety					X	
Welding torch safety					X	



Asbestos

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 (2) levels of required training. The appropriate level required for an individual is determined by their specific job duties:

Asbestos awareness: AHERA TWO HOUR (1017).pptx – Google slides

- This two (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: Certification and training | Colorado Department of Public Health and Environment

- This level of training consists of either a sixteen (16)-hour initial training or six (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.

Additional Training Resources

Please visit the Risk Management page of the Mission Support website for information on the following topics:

- Bloodborne pathogens
- Personal protective equipment (PPE)
- Hepatitis B vaccination
- Defensive driving
- Electrical safety
- Ergonomics
- Ladder safety
- Slips, trips and falls