

FESTIVALS AND CARNIVALS

VOLUNTEER GUIDELINES

FORMS:

1. Under 18: Parental / Guardian Consent Form and Liability Waiver
2. Over 18: Adult Hold Harmless / Indemnity Agreement

Adult volunteers must have had their background screened prior to participation. The event chairperson should coordinate volunteer background checks with the appropriate VIRTUS representative.

Unsupervised volunteers should be at least 18 years of age. Volunteers over the age of 18 are required to sign the **Adult Hold Harmless / Indemnity Agreement**. If a volunteer is under 18, the volunteer should be supervised by an adult with parental permission and the **Parental / Guardian Consent Form and Liability Waiver** must be signed and returned to the parish/school prior to the minor volunteer's participation. The volunteer should be selected and matched to tasks according to their training and/or skills. Each volunteer should have a clear understanding of, and agree to, the duties associated with the task and any risks inherent to the position.

Please review Catholic Mutual Group's online safety tutorial:

<https://www.opustrainingcenter.com/cmgl/>

ADULT HOLD HARMLESS AND INDEMNITY AGREEMENT INSTRUCTIONS

Ideally, individuals utilizing parish premises for activities that are neither parish sponsored nor affiliated, should be providing the parish with a certificate of insurance naming the parish and the Diocese as an additional insured. However, in certain instances when groups or individuals do not have insurance, the Adult Hold Harmless/Indemnity Agreement can be used. The Adult Hold Harmless/Indemnity Agreement has not been designed to be a replacement for insurance, but has been developed only for certain situations. Specifically, the Adult Hold Harmless/Indemnity Agreement must be utilized for the following situations that are often encountered by parishes:

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

The Adult Hold Harmless/Indemnity Agreement is a legal contract between your parish and the individual who signs the agreement. The agreement will effectively bar the signer of the agreement from making a claim against the parish. Please note that the Adult Hold Harmless/Indemnity Agreement is only valid when the signer is at least 18 years of age. The parish should not alter the agreement in any way as an alteration could result in nullifying the legality of the agreement. Original copies of signed Adult Hold Harmless/Indemnity Agreements should be kept in parish files for at least two years. Injuries and accidents are often not promptly reported, necessitating the need for original copies to be maintained.

**ADULT HOLD HARMLESS
AND INDEMNITY AGREEMENT**

PARISH/SCHOOL: _____
(Parish/School is understood to include the Bishop of Charleston)

DESCRIPTION OF ACTIVITY:

Identification of Activity: _____

Date(s) of Activity: _____

Location(s): _____

I, _____ (Print Full Name), agree on behalf of himself/herself/itself, and his/her/its members, participants, agents, family members, heirs, devisees, successors, assigns, officers, volunteers, helpers, partners, invitees and/or associates: (1) to defend, protect, indemnify and hold harmless the above named Parish/School (which shall include Bishop of Charleston, A Corporation Sole, also known as the Diocese of Charleston) and its members, agents, officers employees, clergy, family members, helpers, partners, organizational members, associates, volunteers and/or affiliates (the "Released Parties"), with respect to any and all injury, disability, death, and/or loss and/or damage to person and/or property, occurring during or arising out of my participation in the Activity, whether caused by the negligence of third parties, the released parties or otherwise, except that which is the result of gross negligence of the Released Parties, and (2) waive any and all duty of the Released Parties to warn and/or protect me of any and all dangers, whether hidden, open, obvious or otherwise, whether or not Released Parties know of, has reason to know of, and/or could reasonably discover, such dangers.

I knowingly and freely assume all risks connected with and/or arising out of the Activity, both known and unknown, even if arising from the negligence of the Released Parties or third parties.

If any portion of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNATURE:

BY: _____ **DATE:** _____

NAME (Please Print): _____