Guidelines for Fairs, Festivals & Fundraisers

This information **must** be shared with all members of the fair planning committee!

This manual was updated November 6, 2018. If you have an older copy of this manual please discard as there are important changes.

The following safety and insurance guidelines are designed to assist festival committees in the planning and management of parish festivals. These guidelines focus on safety recommendations to reduce or prevent the most common claims associated with parish festivals. Catholic Mutual has additional information available on specific parish festival safety issues. Please feel free to contact our Risk Management Department at (504) 527-5760 or toll free at (877) 527-5799 to request additional information or discuss your event with a risk professional.

In addition to this packet, Catholic Mutual now has a “Safe & Successful Parish Festivals” training available on-line at CMG Connect. There is a link on Catholic Mutual’s website to access information. To access, go to [www.catholicmutual.org](http://www.catholicmutual.org). Click on “CMG Connect Online Training Hub” on the lower right hand side of screen and follow the prompts to register. You must first choose your Arch/Diocese. Please see the information at the end of this document for further information for CMG Connect.

These resources contain important information to help parishes, schools and agencies operate safe fairs, festivals and fundraisers.

At least one person must review the on-line training and share with committee members, but we highly encourage you to view in a group setting with all of your committee members. This should be done in the early planning stages of your event *and before any contracts are signed.*

Below are some of the issues addressed in this booklet:

- Who can sign amusement ride, inflatables, and other vendor agreements.
- **Who must** review all contracts and agreements BEFORE they are signed.
- How long you must keep the agreements on file.
- How to properly supervise rides, inflatables and other activity.
- Special Events Insurance Coverage Placement (Required but Not Automatic).
FESTIVAL SUPERVISION
Good planning and supervision are the foundation for holding a successful parish festival. Parishes should have a festival chairperson that is responsible for communicating all policies and procedures to parish festival workers. In addition to a festival chairperson, each operational area of a parish festival should have a supervisor. As with the festival chairperson, the supervisor's responsibility will be to alert parish festival workers of policies and procedures. It is strongly recommended that parishes develop written guidelines for the operation of their festivals which are handed out to all volunteer supervisors and workers. It is our experience that many problems occur at festivals when policies and procedures are not formalized and communicated to the proper individuals. On the contrary, we have found that parishes that utilize and implement a well-organized plan have a successful and safe parish festival.

CERTIFICATES OF INSURANCE AND VENDOR AGREEMENT
The Parish Festival Vendor Hold Harmless/Indemnity Agreement should be signed by vendors who provide services at parish festivals. The Parish Festival Vendor Agreement must be signed by the following types of parish festival vendors:

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

The Parish Festival Vendor Agreement requires the festival vendor to provide the parish with a certificate of insurance documenting general liability coverage in the amount of $1,000,000 per occurrence/$2,000,000 aggregate. The certificate of insurance must name your parish and the Roman Catholic Church of the Archdiocese of New Orleans as an additional insured. It is not adequate to obtain a certificate of insurance from a parish festival vendor which names the parish as a "certificate holder."

WHAT IS AN ADDITIONAL INSURED?
Many parish festival chairpersons have a difficult time determining whether or not a parish festival vendor has actually added the parish and the Archdiocese as an additional insured. Attached is a handout entitled How Do I Know If My Parish Has Been Named As An Additional Insured? This handout will provide you with the criteria to determine whether or not a parish festival vendor has provided you with a certificate of insurance, which actually names the parish as an additional insured.

DO NOT SIGN CONTRACTS WITHOUT APPROVAL
No vendor contracts should be used. Contract templates are in the Archdiocesan Contract Review Policy that can be found at www.arch-no.org/downloads/Catholic Mutual folder. Templates are also included in this manual. Contracts must be signed by an officer of the corporation, which is normally the pastor. All contracts must be maintained for a period of (2) years following your event and must be kept in the PARISH OFFICE. Signing should not be delegated to the fair committee. Copies of ALL contracts must be kept on file in the parish office for a minimum of two years with copies sent to the Insurance Office. In the event of litigation, a claimant has one year from the date of the event to file suit and 90 days to serve the petition. It’s important for us to be able to obtain the original contracts and waivers in the event we need to provide a defense for your location.

It is very important to read a contract before signing it. It is equally important to understand what the contract says. For this reason, the Archdiocese of New Orleans has a contract review policy. Contracts which contain hold harmless, indemnity, or similar insurance wording must be reviewed by Catholic
Mutual and the Archdiocesan General Counsel. In the past, there have been contracts signed relating to festivals containing unfavorable wording. Most of the unfavorable contracts contained hold harmless and indemnity language that required the parish/school/agency to pay for any type of claim which happened during their fair/festival/fundraiser. Since the insurance program does not cover any type of claim that ever happens, locations that sign these types of contracts were actually risking parish/school/agency assets.

Another type of unfavorable contract commonly signed by parishes/schools/agencies is a contract requiring the parish/school/agency to be responsible for any damage that occurs to equipment which is rented. In these instances, the parish/school/agency 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. Considering this, the parish/school/agency would be responsible for the damaged equipment.

A contract should never be signed, which contains wording as described above. It is only acceptable to accept responsibility for claims or property damage which the parish 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 is risking severe financial burden if a liability claim or property damage occurs. To ensure that Catholic Mutual has adequate time to review a contract, please allow at least ten (10) business days for review.

SAFETY ON FESTIVAL GROUNDS
Most claims associated with parish festivals result from trips, slips and falls on parish 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 the parish's liability in the event of an accident.

- **Electrical cords and hoses** - Electrical cords and hoses in walkways present a common trip hazard at parish festivals. Vinyl cord and hose protectors should be used to combat these trip hazards and reduce the parish'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 parish festivals extend into the evening hours, adequate lighting is essential to reduce the parish's liability in the event of an evening fall. The festival grounds should be well lit as well as parking areas provided by the parish. 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'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
All fairs, festivals and fundraisers need a security plan. Formal security is necessary, as these events deal with large amounts of money and large numbers of people. It is highly recommended that parishes, schools and agencies utilize security rental agencies. 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 the security company is a professional organization with experience in providing security at events such as your parish festival.

When confrontations between fair/festival/fundraiser patrons occur, allow security personnel to handle these types of situations. Your employees and volunteers are generally not trained to deal with these types of situations and in many cases make the situation worse. Your parish/school/agency can be held liable in cases where a 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/detail officers 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.

POLICE DETAIL
A police detail is the assignment of one or more officers for a particular duty. A police detail is typically present at events with special safety or security concerns and may be needed depending on the size and type of activities at the festival.

Civil parishes and/or municipal police departments are now asking for a certificate naming the police department as an additional insured. They are also giving Archdiocesan Parishes agreements to sign stating the Archdiocesan Parish will insure and provider workers’ compensation coverage for the officers. Please do not sign agreements from police/sheriff’s offices without review from the Insurance Office and Archdiocesan General Counsel.

If a police detail is needed for your event, use the Police Detail Independent Contractor Agreement on Pg. 18 of the guidelines.

PARKING
Parking is a concern for fair/festival/fundraiser. Similar to the actual fair/festival/fundraiser grounds, injuries can occur in parking areas. Additionally, vehicles can be damaged or stolen.

Adequate lighting is perhaps the most important component for a safe parking lot. Often times, 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 an event. 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 we can attempt to provide a well-lit parking lot, we cannot guarantee that a vehicle will not be vandalized or stolen. For this reason, we recommend posting signs at the entrance to lots indicating, "The parish fair/festival/fundraiser will not be responsible for damaged or stolen vehicles." Parking space must be made available for 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 events, 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 parish festival will vary by the size and type of activities at the festival. For small, family-oriented festivals, it would be adequate to simply have first aid supplies available in the event of injury. For festivals ranging from 500 to 1500 people, the festival should have a first aid station on festival grounds. For festivals that exceed 1500 people, parishes 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 police and hospitals should be alerted prior to the event so these entities are aware of the possibility for the need of emergency medical services. Hospitals and emergency centers should be given relevant information such as the dates and hours of the event, number of people anticipated, as well as the types of activities at the event that could cause injuries. A contact person should be made available to emergency centers and hospitals and lists of 24-hour telephone emergency numbers should be made available to event personnel.

**SAFETY COORDINATOR**

In addition to the fair/festival/fundraiser chairperson, a "safety coordinator" position should be created. The designated safety coordinator will also be responsible for making periodic inspections of the festival grounds during the event. Obviously, any physical safety hazards that are detected by the safety coordinator should be dealt with to remove the hazard. It is highly recommended that the safety coordinator utilize a logbook indicating the time the inspections took place during the event and the condition of the event grounds during the inspection.

Archdioceses that have utilized an on-site safety coordinator volunteer at these large events have been very successful in reducing the number of claims associated. An onsite safety coordinator will also greatly reduce liability in the event of a loss, as it will illustrate the host exercised due diligence in attempting to eliminate safety hazards.

**CLAIM PROCEDURES**

When a claim takes place, an Incident Report should be filled out and forwarded to Catholic Mutual on the next workday. 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 event safety coordinator should photograph accident scenes to preserve the appearance of the accident site. It is recommended that the safety coordinator videotape the fair/festival/fundraiser grounds once the event set-up is complete. This will assist in any
recreations of the premises that would be needed to defend litigation. If an individual that is injured on festival grounds feels they need immediate contact with your insurance carrier, contact Catholic Mutual prior to sending the written incident report. Often a potential claimant will contact an attorney because he/she has not been contacted in a timely fashion by your insurance representative. For your convenience, we have attached an example of an Incident Report that can be used at the event. Incident reports should be made available to all operational supervisors and security staff.

THANK YOU
Thank you for taking the time to read this material. As noted earlier, Catholic Mutual has a wealth of supplemental material regarding parish festival safety that is available to parishes. Please feel free to contact the Risk Management Department at (504) 527-5760 or toll free at (877) 527-5799 with any questions that may arise.
FESTIVAL/HIGH RISK EVENTS
RISK MANAGEMENT BEST PRACTICES

Q – Why is it important to have risk management procedures and practices in place for our parish festivals and other large events?

A – Festivals and other large-scale events that go above and beyond the daily ministries of the Catholic Church create unique liability exposures. The Church is legally liable and ethically responsible for accidents that happen as a result of any involvement and sponsorship in these types of events. It is vital that churches and schools develop a “best practices” approach for any parish-sponsored event. Not only will this approach provide better assurance for the safety of everyone involved, it will also reduce the liability exposure associated with these types of large events.

Q – What resources are available to successfully manage our parish festival or other large events?

A - By being aware of the “best practices” safety checklist shown below and understanding the detailed information available in the Festival/High Risk Events Policy Manual, you will be better prepared to ensure a safer event and reduce or eliminate common claims associated with these types of events. The Festival/High Risk Events Policy Manual can be found on Catholic Mutual’s website at www.catholicmutual.org.

CHECKLIST

• Supervision
  ___ There is a designated Festival Chairperson (overseen by staff person at parish/school)
  ___ There is a designated Supervisor for each operational area of festival (overseen by festival chairperson)
  ___ There is a designated Safety Coordinator to ensure all safety recommendations are met (overseen by Chairperson)

• Vendors
  Vendor contracts/agreements have been reviewed by Archdiocesan General Counsel or CMG prior to signing
  ___ Vendor Hold Harmless/Indemnity Agreement has been obtained by each vendor (i.e. ride, game, food, security vendors, etc.)
  ___ Certificates of Insurance have been obtained from vendor with parish/Roman Catholic Church of the Archdiocese of New Orleans named as additional insured

• Transportation
  ___ Driving duties have been limited to a select number of properly screened individuals.
  ___ Drivers have taken “Be Smart – Drive Safe” online defensive driving course available on main page of CMG website www.catholicmutual.org
  ___ Chairperson and Supervisors have taken “Church Transportation – Is It Necessary and Ministry-Based?”

• Volunteers
  ___ Are 18 years of age or older OR supervised by adult with parent permission
  ___ Have been selected and matched to tasks according to training and/or skills
  ___ Have a clear understanding of duties and risks associated with the assigned task
  ___ Have been provided with personal protective equipment, if needed
• Premises Safety
  ___ Electrical cords and hoses have been rerouted, taped down or covered
  ___ Adequate lighting has been provided
  ___ Tent stakes and ropes have been secured
  ___ Alternate plans are in place for inclement weather
  ___ Emergency response procedures/evacuation plans have been developed
  ___ Adequate number of trained security guards have been hired

• Parking
  ___ Valet parking will not be allowed
  ___ There is adequate lighting in parking lots
  ___ Adequate space for pedestrian traffic has been provided through parking lots
  ___ Adequate space will be made available for emergency vehicles

• Medical Services
  ___ There is a First Aid station and supplies available
  ___ An Automated External Defibrillator (AED) will be readily accessible
  ___ Local police and hospitals have been notified about upcoming event
  ___ Hand washing stations are provided

• Food
  ___ Appropriate food temperatures will be maintained
  ___ Employees and volunteers have been informed of food-borne illness best practices

• Alcohol
  ___ Meet all State and local liquor licensing requirements
  ___ Identification checkpoints are in place
  ___ Colored bracelets will be provided for legal age individuals wishing to consume alcohol
  ___ Trained bartenders will be used
  ___ Alternate transportation will be provided for intoxicated patrons

• Money/Cash Handling
  ___ Background and credit checks will be completed on individuals working with money.
  ___ Tamper-proof bags will be utilized.
  ___ Cash will be regularly collected from stands, alternating times and routes
  ___ Three or more individuals will be involved in collecting cash
  ___ Money will be counted by two or more people
  ___ Cash will be kept in a locked safe and guarded by security
  ___ Consideration has been given to using a ticket system

• Activities/Equipment
  ___ Festival activities will not include any of the following: hot air/tethered balloons; helicopter rides; ATV rides/speed contests; climbing contests; gambling or liquor (when not approved by state statutes); bungee jumping; dunking booths involving individuals
21 years of age and under; archery/firearms, or “homemade play equipment” of any type.

Homemade equipment (i.e. gas grills, dunking booths, miniature motorized vehicles) and other similar devices will not be utilized.

All activities for the festival have been approved by the arch/diocese and/or Catholic Mutual Group.

- **Claim Procedure**
  - Accident Report forms on hand
  - Staff is aware of claim reporting procedures
20.10.1 INTRODUCTION AND RATIONALE

There is a particularly urgent concern in the country today regarding the sale and use of alcohol in society. The abuse of alcohol is the source of many social ills: in the family, among teenagers, in alcohol-related accidents, etc. Many groups have done much to underscore these dangers. The Church, wishing to eliminate any abuse of alcohol, seeks to educate its members and the general public about the dangers and concerns surrounding the use of alcohol. It also wishes to eliminate any abuse of alcohol. The purpose of this archdiocesan policy is not only to address the issue of legal liability relating to the consumption and/or selling of alcohol at church functions or on church property, but also to address the more important issue of our moral stance as a community of Christians.

Traditionally, the Church has had no difficulty with the proper use of alcohol. It has always opposed the misuse or abuse of intoxicating substances. Insofar as possible, the Church does not wish to take an oppressive position. Rather, it desires to educate about the dangers of alcohol and to control and limit the use of alcohol at church functions and on church property in order to eliminate the dangers, liabilities, or scandals caused by an improper use of such substances.

20.10.2 POLICY

It is in the spirit and light of the above introduction and rationale that this policy should be understood and applied.

This policy is effective April 1, 1993, for all archdiocesan and parish sponsored activities and all activities involving property belonging to the Archdiocese of New Orleans.

The following policy for the use and sale of alcoholic beverages must be followed:

• In obtaining permits and conducting the sale and service of alcoholic beverages, all state and civil parish regulations must be strictly observed.
• For events conducted on church property, if alcohol is sold, only beer and wine may be sold. If alcohol is served without charge, any alcoholic beverage may be served. Alcoholic beverages other than wine and beer may be sold at church functions only at hotels, restaurants or other facilities which possess the licenses required by law to sell such alcoholic beverages.
• No one under the legal age of 21 is to be allowed to serve alcoholic beverages.
• No one under the legal age of 21 is to be served alcoholic beverages.
• No person already under the influence of alcohol is to be served.
• Food is to be available with alcoholic beverages, when feasible.
• If alcohol is served, other non-alcoholic beverages must be available.
• This policy and a statement on the danger of the consumption of alcohol is to be posted in the serving area, when appropriate.
• Access to the serving area must be limited and controlled.
• Serving of alcoholic beverages must not begin before a reasonable time and must cease at a reasonable time before the scheduled close of the event. At parish fairs, the serving of alcohol must cease one hour before the scheduled end of the event.
• A pre-existing plan must be devised to handle individuals who have had too much to drink. This is to include a method to prohibit the service to those who have had too much to drink and to provide transportation home.
• Law enforcement officials are to be employed to assist with this policy if the event is so public or large to require them.
• Drinks are to be carefully measured; 12 ounces of beer as a maximum; no more than 4-5 ounces of wine per serving; only single servings (1 ounce) for liquor.
• Every precaution is to be taken to ensure that no alcoholic beverages are brought into the event and that those alcoholic beverages consumed are only the ones being distributed under the guidance and control of the staff members of the event in question. Under controlled circumstances, such as BYOL (Bring Your Own Liquor) functions, it is permissible to bring alcoholic beverages.

• Groups renting or using Church property must conform to these guidelines. Contracts and agreements must reflect this policy. Rental contract agreements should also include the following clauses:
  o If alcoholic beverages are to be served at the function, the lessee hereby agrees that these shall not be served to anyone under the age of twenty-one.
  o The lessee hereby agrees to indemnify the parish/school for any and all damages caused by or to any person participating at the function, whether such damage is caused by the use of alcohol or otherwise.
  o The lessee hereby agrees to pay for the defense of the parish/school/religious order and Archdiocese of New Orleans in the event of any legal action arising as the result of the serving of alcoholic beverages and/or any other reason connected with the use of the premises. The parish/school/religious order and archdiocese shall have the right to choose their own attorney to defend them in the event of such a suit, with the lessee having the responsibility to reimburse the parish/school and/or the archdiocese in the event that such a suit is filed.
  o The lessee hereby agrees to hold the parish/school and/or the Archdiocese of New Orleans harmless from any damages caused to or by any person who is a participant at the function in the event there is legal action arising from the use of the premises and/or the sale or furnishing of alcoholic beverages on said premises.

• If alcoholic beverages are served or sold, all advertisements for the event must note the availability of non-alcoholic beverages and food as prominently as the availability of alcohol. Alcohol should not be the main emphasis of any advertisement.
• Events where alcoholic beverages are sold or served may not feature “happy hours” or multiple drinks for the price of one specials.
• Event names or advertisements should reflect the purpose or subject of the event. Terms such as "Beer Blast" and "Keg Party" are to be avoided. In no way are promotions to encourage drinking as an important part of the event.
• When a school or parish organization enters in joint sponsorship of events or programs with alcoholic beverage companies, the school or parish organization's name will be mostprominent. A corporate sponsor's name or product may appear on printed advertisements or other materials, however it may not appear to be the primary sponsor.
• Since open cans and bottles can constitute safety dangers, such containers are not to be used, except in appropriate gatherings.
• At each function, the pastor or director of the institution must, personally or through a delegate whom the pastor or director appoints, make certain that this policy is followed.

20.10.3 EXCEPTIONS

Any exceptions to the above policy are to be made only after consultation and agreement of the Archbishop, the Vicar General or the Executive Director for Pastoral Services and the Archdiocesan General Counsel.
ARCHDIOCESE OF NEW ORLEANS
ACCOUNTING FOR FUNDRAISING EVENTS

Pastors and chairpersons of parish organizations that do fundraising are called to stewardship of the cash receipts that are generated by these events. It is imperative that a procedure or protocol be developed especially for major events ($50,000.00 of gross income or more). The procedures should be formally written and reviewed by your local finance council and approved by the dean in consultation with the Archdiocesan Finance Office. This document would then be reviewed as part of the parish audit.

If no cash handling policy is presented, or if it is deemed inadequate, the ticket policy described below must be implemented. Below is a sample guideline of things that should be included and avoided when preparing your procedures.

17.15.1 SUGGESTED CONSIDERATIONS FOR FAIR AND FUNDRAISER POLICIES

It is recommended that all archdiocesan parishes, schools and agencies that hold fairs and/or fundraisers use pre-numbered tickets for all food purchases, drink purchases, merchandise purchases and games offered at the event. A central location (a booth at a parish fair) where tickets can be purchased to be used as cash at all offerings at the fair or festival would be helpful. This will create a situation whereby only one booth will be handling cash, thereby eliminating this burden from all other booth workers volunteering at the event.

Also, the use of tickets at food and drink booths will create a more sanitary environment than having volunteers handling both cash and food and drink. By reconciling the cash collected at the ticket booth with the pre-numbered tickets sold at the ticket booth, the parish, school or agency will be able to validate that the appropriate amount of cash was submitted for deposit. In those instances that a parish, school or agency allows for the advance purchase of tickets at a discount, a separate set of pre-numbered tickets should be utilized and the number of tickets sold reconciled to the cash collected.

In addition to the ticket policy, all archdiocesan parishes, schools and agencies that hold fairs and/or fundraisers must:

• Provide a complete report on the event’s receipts and disbursements to the parish finance council within forty-five days of the event.
• Utilize a separate bank account for the event. If a state gaming license is required because of activities involved with the event, the state gaming license number must be printed on the checks.
• Transfer all funds from the event account to the parish operating account leaving only seed money for next year in the event account.
• Have supporting documentation for all disbursements from the event account. This documentation should include vendor invoices, receipts, check request forms, etc. and must be retained as support.
• All checks must be made out to a particular company or individual. Checks can never be made out to “cash.”
• The parish, school or agency must determine if a state gaming license is required for any activities associated with the event. If it is determined that a license is required, the parish, school or agency must obtain one and make sure that the state gaming license number is printed on the checks.

www.arch-no.org

+Policies

Archdiocesan Policy Manual, R-Finance
REQUEST FOR CERTIFICATE OF INSURANCE FROM CATHOLIC MUTUAL GROUP

Parish / School/Agency: ________________________________
Street Address: ___________________________ City: ____________, LA Zip Code: __________
Contact Person: ______________________________ Telephone#: ____________________________
Date(s) / Time of Event: _______________________ Type / Name of Event: ______________________
Certificate Holder: ______________________________
(ie: Entity requesting certificate, Lessor, Civil Parish, School District, etc.)
Street Address: ___________________________ City: ____________, LA Zip Code: __________
Renewal of Certificate# ________________________
(Number found in box, bottom left corner of prior certificate)
Type of Coverage Requested:
[ ] Proof of Liability Coverage Amount of Coverage $ ____________
(Please send a complete copy of agreement/contract if available. If organization does not request specific coverage amount, we will automatically issue for $500,000)
[ ] Certificate holder needs to be named as “Additional Insured”
(If Certificate Holder is asking to be named as an “Additional Insured”, a complete copy of AGREEMENT/CONTRACT MUST be faxed in to 504-527-5799 with this request)
[ ] Host Liquor Liability
[ ] Property Damage Coverage
  Type of Equipment ______________________________
  Make/Model/Serial # ______________________________
  Replacement Cost ______________________________
  (Please verify with company you rent/lease equipment from)
  Lease Agreement/Contract # _______________________
  (A copy of lease agreement/contract must be faxed in with this request)

[ ] Lessor needs to be named as Loss Payee

Please fax to (504) 527-5799. Please allow one week for processing. If you have any questions, please call (504) 527-5762.

Please indicate how you would like to receive certificate.
[ ] U.S. Mail [ ] Fax [ ] Email Address: ______________________________
[ ] Mail Certificate to Organization requesting certificate directly

Page | 15
Revised 11/06/2018
SPECIAL EVENTS COVERAGE
The Archdiocese requires placement of Special Events Coverage on all Fairs and Festivals, Crab Boils, Crawfish Cook offs, Fish Fry, Fun Run or Similar Event with large attendance.

The Archdiocese requires placement of Inflatable/Bounce House Coverage if inflatables or bounce houses of any type are used. Pictures of the specific ate bounce house must be submitted to obtain coverage as certain type are excluded from coverage by the Special Events Coverage Provider and by Catholic Mutual Group.

Please contact Catholic Mutual Group for placement of Special Events Coverage on your event.

Contact:
Jesse Hamilton
504-527-5769
jhamilton@catholicmutual.org
PARISH FESTIVAL VENDOR
HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH:__________________________________________________________

PARISH is understood to include the Roman Catholic Church of the Archdiocese of New Orleans

VENDOR:___________________________________________________________

TYPE OF VENDOR:___________________________________________________

DATES OF USE:____________________________________________________

The above named VENDOR agrees to defend, protect, indemnify, and hold harmless the above named PARISH 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.

VENDOR agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) aggregate.

VENDOR also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATES OF PARISH 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.

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 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 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, 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:____________________________
POLICE DETAIL INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made between INSERT LEGAL NAME OF CHURCH PARISH, INSERT CITY, Louisiana ("Parish") and _____________________________ ("Police Detail").

1. Services to Be Performed by Police Detail:

____________________________________________________________________

2. Payment

In consideration for the services to be performed by Police Detail, Parish agrees to pay Police Detail at the following compensation: ____________________________.

3. Independent Contractor Status

Police Detail is an independent contractor and shall not be deemed, Parish’s employee. In the capacity as an independent contractor, Police Detail agrees and represents, and Parish agrees Police Detail has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.

4. State and Federal Taxes

Parish will not withhold State or Federal taxes from Security Detail’s payment. Police Detail shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes.

5. Workers’ Compensation

Parish shall not obtain workers' compensation insurance on behalf of Police Detail.

6. Insurance

Parish shall not provide insurance coverage of any kind for Police Detail.

7. Indemnification

Police Detail shall indemnify and hold Parish harmless from any loss or liability arising from performing services under this Agreement.

Signatures

Parish: _______________________________________________________

Printed Name

__________________________ Date

Police Detail: ____________________________________________________

Printed Name

__________________________ Date
Ride Company Agreement/Performance-Band Agreements

Templates are included for ride companies and bands. While the ride companies do not seem to have trouble meeting our insurance requirements, some bands do. If the bands don’t have their own insurance, they can obtain coverage directly from K & K for Bands and Performing Groups. The Applications are on file at Catholic Mutual’s Office and will be provided upon request.

While these templates may be helpful as an example, they may not always be used “as is.”

Ride Company Agreement
Performance – Band Agreements
Inflatable Agreements

Templates are included for ride companies, bands and inflatables. While the ride companies do not seem to have trouble meeting our insurance requirements, some bands and inflatable companies do. If the bands don’t have their own insurance, they can obtain coverage directly from K & K for Bands and Performing Groups. The Applications are on file at Catholic Mutual’s Service Office and will be provided upon request.

While these templates may be helpful as an example, they may not always be used “as is.”

The templates should be reviewed carefully since certain ride companies have different requirements. Some may prefer to be paid in different ways, there may be all day ride bands that will be sold (or not) and there may be concessions involved in the contract. You may request a certain number of rides and different types of rides. Specifics will involve changes to the template.

Any changes to the templates need to be routed through Archdiocesan General Counsel for review.

Wendy Vitter
Archdiocese of New Orleans
7887 Walmsley Avenue
New Orleans, LA 70125
wwitter@archdiocese-no.org
504-861-6277
RIDE COMPANY AGREEMENT

This agreement, made and entered into this \_DAY, MONTH of YEAR\_ between INSERT LEGAL CORPORATE NAME, City, Louisiana (hereinafter, “YOUR CORPORATE NAME”) represented by INSERT NAME OF PASTOR, PRINCIPAL OR AGENCY ADMINISTRATOR, its agent, duly authorized and INSERT NAME OF RIDE COMPANY, a foregoing limited liability corporation authorized to do and doing business in the State of Louisiana, herein represented by INSERT NAME OF RIDE COMPANY REPRESENTATIVE, duly authorized (herein referred to as “Supplier”), in connection with the NAME OF EVENT to be conducted at INSERT ADDRESS OF EVENT, CITY, STATE, ZIP (hereinafter “premises”).

Whereas, Supplier is in the business of providing and operating mechanized rides for church fairs and other functions, and INSERT YOUR CORPORATE NAME wishes to employ the services of Supplier for INSERT NAME OF FESTIVAL, that will be conducted at the premises for a period of three days on INSERT MONTH AND DAYS OF EVENT, YEAR.

Now, therefore, for the consideration hereinafter provided:

1) Supplier will, at its sole expense, furnish rides to the festival site at the premises. The number of at least \_\_\_ (\_\_) kiddie, \_\_\_ (\_\_) family and \_\_\_ (\_\_) extreme rides to be furnished by Supplier, will be provided by the Supplier INSERT NAME OF YOUR CORPORATION no later than INSERT DATE, prior to the opening of the fair. Should an unforeseen calamity arise, such as floods, fires, wrecks, strikes, tornadoes, hurricanes, or illness making it impossible to fulfill the engagement, this contract shall be null and void.

2) It is understood and agreed that Supplier will enter fair area for the purpose of installing rides during the week of INSERT MONTH, DAY, YEAR and will remove all equipment from the site no later than 0:00 P.M. on INSERT MONTH, DAY, YEAR. Supplier further agrees to fully inspect the equipment before and after its installation to ensure that it is operating in a proper and safe manner. Supplier will also provide qualified personnel to operate the rides during the event. Supplier further agrees that all rides will be fully operational by 12:00 Noon on INSERT DAY OF WEEK, MONTH, DAY, YEAR in order to permit final inspection and/or licensing and/or permitting by the appropriate governmental agency or agencies on said date. Supplier further agrees that all rides will be available for operation on INSERT DAY OF WEEK, MONTH, DAY, YEAR, from INSERT TIME P.M. until INSERT TIME P.M.; on INSERT DAY OF WEEK, MONTH, DATE, YEAR, from 00:00 Noon until 00:00 P.M. or close; and on INSERT DAY OF WEEK, MONTH, DATE, YEAR, from NOON until 0:00 P.M. INSERT YOUR CORPORATE NAME shall furnish suitable grounds on the premises for all riding devices and concessions belonging to the Supplier and security. Supplier shall provide all necessary licenses and permits required to operate said riding devices.
3) It is understood and agreed that the consideration for this agreement will be that **INSERT YOUR CORPORATE NAME** shall pay to Supplier, seventy-five percent (75%) of the gross receipts less any taxes due and owing derived from sales of tickets for the aforementioned rides. Settlement for the rides is to be made on the last night of the festival. The amount due and owing for rides shall be based on the price of the number of tickets and/or P.O.P. bands sold. It is further understood and agreed that **INSERT YOUR CORPORATE NAME** will provide personnel to collect the ride proceeds and make distribution as herein above provided.

4) Supplier also agrees to provide one (1) concession trailer selling popcorn, cotton candy, apples, pickles and frozen drinks. Supplier agrees to pay **INSERT YOUR CORPORATE NAME** Twenty-five and no/100 ($25.00) for the concession trailer. Supplier further agrees to pay any and all necessary sales taxes (state and/or local) from any sales from the concession trailer.

5) Supplier agrees to defend, indemnify and hold harmless **INSERT YOUR CORPORATE NAME**, CITY, Louisiana, and The Roman Catholic Church of the Archdiocese of New Orleans, their members, officers, directors, parishes, archbishop(s), bishops, priests, clergy, any religious in service to the Archdiocese of New Orleans, employees, agents, insurer, reinsurers and/or self-insurance administrators (hereinafter “Indemnitees”) from any and all claims, causes of action and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury, pain, mental anguish and/or death, and/or property loss or damage, arising from the negligence, fault or willful misconduct, or intentional misconduct, including but not limited to physical or sexual abuse, or performance of and/or failure to perform obligations under this agreement by Supplier and/or its employees, contractors and/or agents and to pay reasonable attorneys’ fees related thereto. Supplier further agrees to defend, indemnify and hold harmless Indemnitees from any and all claims for any tax liability from any federal, state or local governmental entity, including but not limited to any liability for sales taxes, arising from any receipts from sales for rides and/or food pursuant to this agreement.

6) Supplier further agrees: to regulate sound systems for any and all rides for both volume control and appropriate nature of type of music; to require that Supplier’s personnel be clean and neatly dressed in identifiable t-shirts or uniforms; and to leave the premises clean.

7) Additionally, Supplier agrees to provide to **INSERT YOUR CORPORATE NAME** no later than **INSERT MONTH, DAY, YEAR**, proof of insurance coverage issued by the insurer, in a form acceptable to **INSERT YOUR CORPORATE NAME**. Such proof of insurance shall evidence the payment of premiums and issuance of a policy of insurance with **INSERT YOUR CORPORATE NAME** and The Roman Catholic Church of the Archdiocese of New Orleans thereon as an additional insureds, not merely as certificate holders, as follows:
The Roman Catholic Church of the Archdiocese of New Orleans

And:

**INSERT YOUR CORPORATE NAME, CITY, Louisiana.**

8) The policy or policies of insurance shall be endorsed and/or amended to provide the above entities are additional insureds. An insurance certificate by an insurance agent or agency shall be considered insufficient verification of these requirements.

9) Such insurance shall include, without limitation, the following:

   A. **Policy limits of no less than $1,000,000.00 per claim and $2,000,000.00 aggregate for death, bodily injury, and/or property damage, including coverage for general liability and coverage for vehicles or other means of transport to be used by Supplier on the property at INSERT YOUR CORPORATE NAME or in transit thereto and, further, including coverage for sexual and/or physical misconduct and/or abuse that provides coverage for Supplier, its contractors, employees and/or agents:**

   B. Workers’ compensation insurance in accord with Louisiana state law.

   C. **INSERT YOUR CORPORATE NAME** shall be provided with not less than ten (10) days’ written notice in the event of change or cancellation of said policy(ies). If Supplier’s insurance is cancelled or reduced, **INSERT YOUR CORPORATE NAME** has the right to immediately terminate the agreement.

10) Supplier further agrees to provide to **INSERT YOUR CORPORATE NAME** in a form satisfactory to **INSERT YOUR CORPORATE NAME**, at least by **INSERT MONTH, DAY, YEAR**, evidence to indicate that none of Supplier’s employees, agents and/or contractors at the **INSERT YOUR CORPORATE NAME** festival have been convicted of any crimes that, conviction of, would prohibit such employees, agents or contractors to be employees of and/or volunteers of the Archdiocese or its affiliated entities and have contact with minors.

11) **INSERT YOUR CORPORATE NAME** reserves the right at all times to require that any employee, contractor or agent of Supplier vacate the premises for any reason. This includes but is not limited to any employees, contractors, agent and/or representatives of Supplier staying on the premises. In addition to any other indemnity contained herein, Supplier agrees to defend, indemnify and hold harmless Indemnitees from any cause of action of any type that may be brought by any such employee, contractor, agent and/or representative required to leave the premises. In addition, and notwithstanding any other language herein that may be to the contrary, to the extent that any of Supplier’s employees stay on the premises, the parties agree that they will be limited to a certain space on the premises designated by **INSERT YOUR CORPORATE NAME** and that Supplier’s employees will only be allowed access to such designated space during hours that the festival is not
open and/or operating. In addition, notwithstanding any other language herein, Supplier will provide security for those employees staying on the foregoing designated space of the premises to ensure compliance with the foregoing requirements.

12) This agreement shall be construed according to the laws of the State of Louisiana, excluding its choice of law provisions and/or principles.

13) All notices due under this agreement must be given in writing and delivery must be accomplished by personal service, or by U.S. Mail, to the parties as follows:

INSERT YOUR CORPORATE NAME, CITY, STATE

c/o Wendy Vitter
Archdiocese of New Orleans
7887 Walmisley Avenue
New Orleans, LA  70125
With a copy to

INSERT NAME OF YOUR CORPORATION AUTHORIZED SIGNOR

INSERT TITLE

INSERT YOUR LOCATION NAME

INSERT YOUR LOCATION ADDRESS

INSERT YOUR LOCATION CITY, STATE, ZIP CODE

INSERT NAME OF RIDE COMPANY.

INSERT ADDRESS OF RIDE COMPANY

INSERT CITY, STATE, ZIP CODE OF RIDE COMPANY

All notices shall be effective on the after personal delivery or the third day mailing by U.S. Mail, first class postage.

The contact person and/or address may be changed at any time upon written notice, with delivery accomplished by one of the methods specified above.
INSERT YOUR CORPORATE NAME, CITY, STATE

Witnesses:

________________________________________  ______________________________

________________________________________  Insert Name of Pastor

Witnesses:  __________________________________

________________________________________  INSERT NAME OF RIDE COMPANY

________________________________________
WHEREAS, INSERT YOUR CORPORATE NAME, hereinafter “Purchaser,” desires to secure the performance of INSERT NAME OF PERFORMER d/b/a, INSERT NAME OF BAND/GROUP hereinafter “Entertainer,” on the terms and conditions contained herein, and WHEREAS, the person signing this agreement on behalf of the Entertainer hereby affirms and acknowledges by his/her signature, his/her authority to act and legally bind Purchaser and Entertainer, in consideration of the mutual premises herein contained and for other good and valuable consideration, on this _____ day of ________________, Purchaser and Entertainer hereby agree as follows:

1. EMPLOYMENT

Purchaser hereby contracts the services of the Entertainer to perform as follows:

a) Date of performance: INSERT DATE
b) Hours of performance: INSERT TIME-FROM WHAT TIME TO WHAT TIME
c) Location of performance: INSERT LOCATION NAME AND ADDRESS
d) Type of performance: INSERT TYPE OF FUNCTION, I.E. FUNDRAISER.

2. COMPENSATION

Purchaser agrees to pay to Entertainer the sum of $ 000.00 dollars for services rendered for the aforementioned performance. Of that amount, $ 000.00 has already been paid to Entertainer as a deposit, and Entertainer acknowledges receipt of such. The remainder of the compensation, $000.00 , is to be paid at the conclusion of the performance by check made payable to INSERT NAME OF PERFORMER/BAND.

3. CANCELLATION BY PURCHASER

If for any reason Purchaser cancels the engagement within thirty (30) days of the date of performance for reasons other than as set forth in section 4 or within that same time period causes or makes it impossible for Entertainer to perform this agreement, and if Entertainer is not able to obtain similar performance of at least equal value and can produce proof of such in writing, Purchaser obligates itself to pay Entertainer the difference between the contract price of this agreement and the amount earned by Entertainer through this contract period at other performance.

4. FAILURE TO PERFORM
Neither party to this Contract shall be liable for any failure to perform or delay in performance due to any contingency beyond its reasonable control, including without limitation, any act of God, illness, act or omission of any civil or military authority, fire, tempest, flood, earthquake, volcanic activity, epidemic quarantine restriction, labor dispute (e.g. lockout, work stoppage or slow down or strike), embargo, war, political strife, riot, delay in transportation, compliance with any regulation or directive of any national, state or local government, or any department or agency thereof, or any other cause which despite the exercise of reasonable diligence the effected party is unable to overcome. The affected party's performance hereunder shall be excused to the extent delayed or prevented by such contingency, and Purchaser shall be entitled to a full refund of its deposit.

5. MISCELLANEOUS PROVISIONS

(a) The person signing this agreement, on behalf of Purchaser, hereby represents that he is acting within course and scope of his/her employment and full authority from Purchaser.

(b) Entertainer agrees to defend, indemnify, and hold harmless Purchaser, INSERT YOUR LEGAL CORPORATE NAME and The Roman Catholic Church of the Archdiocese of New Orleans from any and all claims, causes of action and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from the negligence, fault or willful or intentional misconduct of Entertainer and/or any of their musicians during and/or in performance of and/or failure to perform its obligations under this agreement and from any causes of action arising from any alleged violation of trademark, trade name and/or copyright and to pay reasonable attorneys’ fees related thereto.

(c) Purchaser agrees to defend, indemnify, and hold harmless Entertainer from any and all claims, causes of action and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from the negligence, fault or willful or intentional misconduct in Purchaser's performance of and/or failure to perform its obligations under this agreement and to pay reasonable attorneys’ fees related thereto.

(d) Entertainer shall be granted access to the location set forth in this agreement as follows:

0:00 after 0:00 p.m. on INSERT MONTH, DAY, YEAR.

(e) Purchaser shall provide parking for an equipment van and any band members.
(f) Purchaser shall provide **Entertainer** with the following hospitality: any food and/or drink available at the fundraising event to those attending the event.

______________________________

(g) Purchaser shall provide electricity setup at stage for **Entertainer** as follows: **Entertainer** warrants that the electricity available at the entertainment site at present is sufficient for performance.

(h) This contract shall be returned signed to **Purchaser** at **INSERT YOUR LEGAL CORPORATE NAME, ADDRESS, CITY, STATE, ZIP CODE** by **INSERT MONTH, DAY, YEAR AND TIME IF APPLICABLE**. In the event this contract is not received by the above date, the **Purchaser** has the option to cancel this agreement notwithstanding any language herein to the contrary.

6. INSURANCE

At all times during this contact, **Entertainer** agrees to maintain in full force and effect a policy or policies of general liability and property damage insurance in the amount of $1,000,000.00 per occurrence and $2,000,000.00 aggregate that provide coverage for the performance as provided in this contract. Such policies shall name as additional insureds, not merely as certificate holders, **INSERT YOUR LEGAL CORPORATE NAME**, and The Roman Catholic Church of the Archdiocese of New Orleans and, the policies of insurance shall be endorsed as such. All such policies shall be primary to any insurance of Purchaser or The Roman Catholic Church of the Archdiocese of New Orleans, and/or self insurance program in which Purchaser or The Roman Catholic Church of the Archdiocese of New Orleans may participate. Further, the insurance must not require waivers of subrogation of any kind. At the time of the signing of this contract by Entertainer shall provide a certificate of insurance that evidences the foregoing; otherwise, this contract shall be null and void.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
7. APPLICABLE BY LAW

This contract, and any breaches thereof by either party, shall be subject, under the applicable laws of the State of Louisiana. In the event of breach of contract, by either party, said party agrees to pay reasonable attorney’s fees to the other.

PURCHASER:                                  ENTERTAINER:

INSERT YOUR LEGAL CORPORATE NAME           INSERT NAME OF PERFORMER

BY:__________________________________     BY:__________________________________

INSERT NAME OF PASTOR, PRINCIPAL,         INSERT NAME OF PERFORMER
ADMINISTRATOR                              INSERT TITLE

Phone:  INSERT TELEPHONE NUMBER            Phone:________________________________________
E-Mail: INSERT E-MAIL ADDRESS              Email:________________________________________

INSERT ADDRESS                             INSERT CITY, STATE, ZIP CODE
INFLATABLE AGREEMENT

WHEREAS The Roman Catholic Church of the Archdiocese of New Orleans as owner and operator of [INSERT YOUR CORPORATE LEGAL NAME], hereinafter “Lessee,” desires to rent an inflatable for its [INSERT NAME OF EVENT/PARTY] party on [INSERT MONTH, DAY, YEAR], from [INSERT NAME OF INFLATABLE COMPANY], hereinafter “Lessor,” on the terms and conditions contained herein; and,

WHEREAS, the persons signing this agreement on behalf of the Lessee and Lessor hereby affirm and acknowledge by his/her signature, his/her authority to act and legally bind Lessee and Lessor, in consideration of the mutual premises herein contained and for other good and valuable consideration, on this [INSERT DAY #], day of [INSERT MONTH, YEAR].

Lessee and Lessor hereby agree as follows:

1. Lessor agrees to lease to Lessee the following on the following days [INSERT DAYS OF WEEK, MONTH, DATE AND YEAR].

2. In consideration of the foregoing, Lessee agrees to pay to Lessor $[INSERT DOLLAR AMOUNT].

3. Lessee may cancel this lease upon five (5) days’ written notice to Lessor.

4. INDEMNITY PROVISIONS

   (A) Lessor agrees to defend, indemnify, and hold harmless Lessee and The Roman Catholic Church of the Archdiocese of New Orleans and [INSERT YOUR CORPORATE NAME IF SEPARATELY INCORPORATED FROM ARCHDIOCESE] from any and all claims, causes of action and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from the negligence, fault or willful or intentional misconduct of Lessor during and/or in performance of and/or failure to perform its obligations under this agreement, including but not limited to any such claims that may arise from delivery, setup and/or defects in the leased equipment, and to pay reasonable attorneys’ fees related thereto.

   (B) Lessee agrees to defend, indemnify and hold harmless Lessor from any and all claims, causes of action and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from the negligence, fault or willful or intentional misconduct in Lessee’s performance of and/or failure to perform its obligations under this agreement, including the supervision of the
operation of the leased equipment, and to pay reasonable attorneys’ fees related thereto.

5. INSURANCE

At all times during this agreement, Lessor agrees to maintain in full force and effect a policy or policies of general liability damage insurance in the amount of $1,000,000.00 per occurrence and $2,000,000.00 aggregate that provide coverage for the performance as provided in this contract. Such policy shall name as an additional insured, not merely as a certificate holder, The Roman Catholic Church of the Archdiocese of New Orleans and INSERT YOUR CORPORATE NAME IF SEPARATELY INCORPORATED FROM ARCHDIOCESE and the policies of insurance shall be endorsed as such. All such policies shall be primary to any insurance of The Roman Catholic Church of the Archdiocese of New Orleans, and/or self insurance program of and/or in which The Roman Catholic Church of the Archdiocese of New Orleans and INSERT YOUR CORPORATE NAME IF SEPARATELY INCORPORATED FROM ARCHDIOCESE may participate. Further, the insurance must not require waivers of subrogation of any kind. At the time of the signing of this agreement, Lessor shall provide a certificate of insurance that evidences the foregoing; otherwise, this agreement shall be null and void.

6. APPLICABLE LAW

This contract, and any breaches thereof by either party, shall be subject to laws of the State of Louisiana. In the event of breach of contract, by either party, said party agrees to pay reasonable attorney’s fees to the other.

7. NOTICE

Any notice shall be by U.S. Mail and/or hand-delivery at the addresses listed below for the parties.

LESSEE:  
INSERT YOUR CORPORATE NAME
COMPANY

BY:___________________________  
___________________________

(Title)  
___________________________

(Address)  
___________________________

Phone: INSERT YOUR TELEPHONE #

LESSOR:  
INSERT NAME OF INFLATABLE COMPANY

BY:___________________________  
___________________________

___________________________

___________________________

(Title)  
___________________________

(Address)  
___________________________

Phone: INSERT THEIR TELEPHONE #
PARISH FESTIVAL VENDOR
HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH: __________________________________________
PARISH is understood to include the Roman Catholic Church of the Archdiocese of New Orleans

VENDOR: __________________________________________

TYPE OF VENDOR: __________________________________

DATES OF USE: _____________________________________

The above named VENDOR agrees to defend, protect, indemnify, and hold harmless the above named PARISH 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.

VENDOR agrees to provide a certificate of insurance to the PARISH, 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 named as an “Additional Insured” on its general liability policy for the DATES OF PARISH 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.

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 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 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, 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: ____________________________________________
HOW DO I KNOW IF MY PARISH HAS BEEN NAMED AS AN “ADDITIONAL INSURED?”

Many parishes have a difficult time determining when they have been named as an additional insured on a tenant, contractor or facility user insurance policy. Parishes often obtain a certificate of insurance, which names the parish as a “certificate holder.” It is not adequate to be named as a “certificate holder.”

The insurance certificate furnished to the parish by the tenant, contractor or facility user must indicate in writing that both the parish and the (Arch)Diocese are named as an additional insured. Please refer to Exhibit A for an example of a certificate of insurance where the parish has been named as an additional insured. Please note that not every certificate of insurance naming the parish and the (Arch)Diocese as an additional insured will look like Exhibit A. However, somewhere on the certificate the words additional insured must appear.

It is very important that the parish be listed as an additional insured rather than as a “certificate holder.” As a “certificate holder,” the parish has no legal rights under a tenant, contractor or facility user’s insurance policy. However, when the parish has been named as an additional insured, the insurance policy of the tenant, contractor or facility user must defend the parish against claims, which resulted from tenant, contractor or facility user operations at the parish. The purpose of being named as an additional insured is to reduce the number of dollars spent on claims not related to parish activities. Therefore, it is essential that parishes verify that both the parish and the (Arch)Diocese have been named as an additional insured.

Since a contractor, tenant, facility user or parish festival vendor will have to make a specific request to their insurance company to get the parish named as an additional insured, it is important to inform them of this requirement well in advance.
EXHIBIT A

**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER:**
State Farm Insurance
One Plaza East, Suite 7A0
Milwaukee, WI 53202

**INSURED:**
Fun Time Inflatables
2200 S. First Street.
Milwaukee, WI

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

1. Certificate Holder is St. Joseph Parish
2. St. Joseph Parish and the Archdiocese of Milwaukee are named as additional insured but only with respect to liability arising out of operations of Fun Time Inflatables, Inc.

**CERTIFICATE HOLDER**
St. Joseph Parish
1212 W. Webster
Milwaukee, WI

**CANCELLATION**

ACORD 25 (2009/09) The ACORD name and logo are registered marks of ACORD

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USE OF INFLATABLES/BOUNCE HOUSES

Inflatables have become a popular choice for entertainment provided at parish festivals. They are also used for school carnivals or as a special reward for class achievements. There is a large variety of inflatables offered in the marketplace today. Most can be used relatively safely when proper safety precautions are taken. However, there are several inflatables that Catholic Mutual Group recommends against using. These include (but are not limited to) the Bungee Run, Boxing Ring, Gladiator Arena, Jousting Arena, Velcro Wall, and the "Wet Slip and Slide". If you have questions on a particular inflatable that is not mentioned, please contact the Risk Management Department.

Most rental companies require the parish/school to sign an agreement/contract when renting an inflatable. Many of these agreements/contracts contain hold harmless, indemnity, or similar insurance wording and should be reviewed by Catholic Mutual. These contracts/agreements could contain hold harmless and indemnity wording that requires the parish to pay for any type of claim which happens during use of the inflatable. Your insurance program does not provide automatic insurance coverage for any type of claim that happens at any time. These agreements/agreements may also require the parish/school to be responsible for any damage that occurs to equipment which is rented. In these instances, the parish/school agrees 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 or mechanical breakdown of the equipment due to age. Your insurance program does not provide automatic insurance coverage for another organization's property. Considering this, the parish would be responsible for the damaged equipment.

A parish/school should never sign an agreement/contract which contains wording described above. It is only acceptable to take responsibility for claims or property damage which the parish would be legally responsible for in the absence of the agreement/contract. Remember that no matter how small an agreement/contract may be, if it contains unfavorable hold harmless, indemnity or reimbursement language, the parish/school is risking severe financial exposure if a liability claim or property damage occurs.

If the inflatable will be provided by a vendor that will be responsible for setting up and taking down the equipment as well as providing the staff to supervise use of the equipment, the attached Vendor Hold Harmless/Indemnity Agreement should be signed by the vendor. Since the vendor would have full control over the use of the equipment, they would also need to provide a Certificate of Insurance naming the parish/school and the Roman Catholic Church of the Archdiocese of New Orleans as "additional insured".

Catholic Mutual Group's Risk Management Department is available to answer any questions you have regarding the type of inflatable you wish to use or to review your agreement/contract with the rental company. To ensure safe operation of the equipment, the attached "Inflatables/Bounce House Rules" should be followed.
INFLATABLES/BOUNCE HOUSE RULES

1. Unit must be operated over a smooth surface such as grass or a hard top surface. Do not operate on rough surfaces such as rocks, bricks, glass or any jagged object(s).
2. Unit must be anchored prior to use and deflated in high winds or gusts.
3. Do not allow unit to be located within five feet of any fixed object such as a wall or pole.
4. Make sure air intake has no obstructions or kinks as this could cause collapse of unit.
5. Do not set unit up next to rides or equipment that uses diesel, gasoline, or propane fuel.
6. Always have an adult present to screen and supervise riders.
7. Do not allow anyone to jump or play on a partially-inflated unit.
8. Do not allow riders to play or climb on outside walls, sides, or roof of unit.
9. Do not allow riders to hang on or pull netting or columns.
10. Do not allow flips, horseplay, or roughhousing on unit.
11. Always follow number of riders listed on rental agreement as each inflatable is different in size.
12. Compatible age groups must play on equipment at same time. Age groups must not be mixed.
   • Recommended groups:
     o Age 3-4
     o Age 5-7
     o Age 8-12
     o Age 13-16
     o Age 16 and older
12. ALWAYS follow contract operation guidelines for numbers allowed in each group according to size of unit rented.
13. All riders must remove shoes, eyeglasses, and other sharp objects before entering unit. SOCKS MUST BE WORN.
14. Do not plug or unplug blower repeatedly as it will cause overheating and damage
15. NEVER put a hose or water on the unit.
16. In case of rain, remove riders immediately. Jumping source is slippery and dangerous when it becomes wet. Unplug motor from electrical source. After deflated, fold unit upon itself to keep play area dry.
Safety Rules for Inflatable Equipment

- Never let adults use any of the equipment.
- Always have adult supervision while in use.
- Never mix age groups.
- Only one child at a time should be allowed on slide type equipment.
- Never allow children to slide on their stomachs. Children should only slide in the upright sitting position.
- Never use bungee or rebounding type equipment.
- Never use slip-n-slide type equipment.
- Never use equipment in the rain.

You should **not** use a water slide with the access from the rear as you will need supervision from the front as well as the rear of the slide.
We recommend a waterslide with front access only. It should also include mesh guard to help ensure children sit first before sliding.

This is an example of a bungee type device. This type of inflatable and all equipment with bungee type cords, rebounding devices and/or trampolines are **EXCLUDED FROM COVERAGE. DO NOT RENT THESE TYPES OF INFLATABLES.**

This is another example of a bungee type device. This type of inflatable and all equipment with bungee type cords, rebounding devices and/or trampolines are EXCLUDED from coverage.

We do not recommend the use of Slip-N-Slide type play equipment as it has a high incident of neck breaking if child hit the ground at the wrong angle.
Portable Climbing Walls

Many parishes/schools elect to rent a portable climbing wall for special events. If this option is chosen by your location, the following list of safety recommendations must be followed.

1. Any vendor providing a climbing wall should sign the attached Vendor Hold Harmless & Indemnity Agreement (Appendix E). This agreement requires a certificate of insurance documenting liability insurance in the amount of one million per occurrence/two million aggregate. The certificate must name your parish/school and the Roman Catholic Church of the Archdiocese of New Orleans as an additional insured. YOUR LIABILITY COVERAGE THROUGH CATHOLIC MUTUAL WOULD NOT EXTEND TO NON-OWNED CLIMBING WALLS SO IT IS IMPERATIVE THAT APPROPRIATE INSURANCE IS PROVIDED BY THE VENDOR.

2. All climbers are to be supervised and assisted by the vendor's staff only. NO EXCEPTIONS.

3. All climbers are to wear helmets. Climbers must be properly harnessed and tethered. NO EXCEPTIONS.

4. Make sure the area used is free of obstacles on both the ground and overhead. It is best to rope off the area to keep people and objects out.

5. Make sure there is an adequate "fall zone" under the climbing wall with adequate cushioning material to reduce injury potential from a fall.

6. A first aid kit and Automated External Defibrillator (AED) should be readily available.

7. The parish/school should ensure that vendor keeps adequate records indicating how long the equipment has been in service and if there were any serious falls on the equipment.

If you have further questions regarding climbing walls, please contact the Risk Management Department at (504) 527-5760 or (877) 527-5799.
CLIMBING WALLS

Today's schools are always looking for new and exciting ways to promote physical activity for their students. One such activity that is gaining popularity is the use of climbing walls. There are numerous vendors that offer permanent climbing walls in various sizes as well as portable climbing walls.

Horizontal walls are the most popular in the elementary schools. These walls usually extend approximately 40' across and stand about 8' in height. These walls provide students with the challenge of traversing along the wall to help increase their dexterity and confidence.

Vertical climbing walls are found more in junior high or high schools. While the number of injury-related claims on these walls is low, the potential for a very serious claim exists. Therefore, Catholic Mutual Group does not recommend utilizing these types of walls due to the serious nature of injury that could occur. Vertical climbing walls run as high as 30' to 40' and require the use of fall protection equipment such as a belay, as well as other climbing hardware.

Regardless of the type of climbing wall chosen, the following safety requirements must be in place and faithfully adhered to at all times to minimize the risk of injury to any participant.

**Horizontal Climbing Walls**

1. Qualified Instructors - A qualified instructor for climbing must supervise all climbing activities. An additional adult must be present during climbing activities to assist with supervision.
2. The qualified instructor must check the site prior to each use to ensure all handholds/footholds are secure and to evaluate any other possible hazards that may exist.
3. Climbers must wear appropriate safety equipment such as helmets, knee/shin guards, and elbow guards. This equipment must be furnished by the school. Equipment must be available that is the appropriate size for the participants. Helmets must be labeled as approved by ASTM (American Society for Testing and Materials).
4. While most climbing walls come with a protective padding for the floor beneath the wall, an additional cushioning mat must be in place while the equipment is in use. This mat must extend the width of the wall and a minimum 6' out from the wall.
5. Only active climbers should be allowed on the wall or in the area surrounding the wall. A minimum 10' around the wall should be maintained by individuals waiting to climb or those observing the climbers.
6. Climbers must be spaced a minimum 6' apart while climbing across the wall.
7. The cover for the wall must be in place and padlocked anytime the wall is not in use.

**Vertical Climbing Walls**

I. Qualified Instructors - A qualified instructor for climbing/rappelling must supervise all climbing/rappelling activities. The instructor must have completed a minimum of 10 hours of climbing/rappelling instruction from a nationally or regionally recognized
organization. One qualified instructor must be present as well as another individual to assist the instructor with supervision. Only a qualified instructor is allowed to hold belay lines.

2. Participants must have a Parental Permission/Indemnification Agreement signed prior to using the climbing wall. (See Appendix A). This agreement must be signed by the parents each time the wall is used by the participant.

3. No one under 10 years of age should be allowed on a vertical climbing wall over 10' in height.

4. The qualified climbing instructor must check the site in advance to evaluate possible hazards and determine if the wall is suitable for the intended participants.

5. The instructor should verify that the proper equipment is available for the size and ability level of the participants. Helmets, rope and climbing hardware must be labeled as approved by ASTM (American Society for Testing and Materials). All equipment must be new or furnished by the school.

6. An additional cushioning mat must be in place at the bottom of the wall in addition to the current mat when the wall is in use. This additional mat should be a minimum 2' thick and extend the width of the wall and a minimum 8' out from the wall.

7. Only one climber should be allowed on the wall at a time. A minimum 20' clearance should be maintained around the wall for individuals waiting to climb or those observing the climbers.

8. Equipment must be inspected prior to each session as well as after the session. Irregularities to look for include frays, breaks or mantel-ruptures in ropes; clear rope wear on hardware such as grooves in a figure 8; cuts or frays in webbing; gate or locking barrel irregularities in carabiners; cracks in helmets; torn palms in rappel gloves. A more comprehensive list is attached (Appendix B). Also, the Daily Use Checklist (Appendix C) must be completed, dated and signed prior to each day's use.

9. Records must be kept on ropes. Each rope should be color coded and listed on its own "Rope Use Log" (Appendix D), noting the date used, hours in use, number of participants, and any unusual stresses on the rope such as a fall. Ropes and webbing should be retired after four years of use or three falls or 250 hours of use, whichever comes first.

10. All equipment should be stored in metal containers away from sunlight.

11. A first aid kit and Automated External Defibrillator (AED) should be readily available.

12. The cover for the wall must be in place and padlocked anytime the wall is not in use. Any students/children in the gym must be supervised at all times whether during school hours or before/after school hours to ensure the wall is not used inappropriately.
EQUIPMENT SAFETY GUIDELINES

All equipment used at the climbing wall must be inspected prior to daily use (i.e. hands-on examination of ropes, harnesses, hardware and connections). Do not use questionable defective equipment. If you find a defect, replace it immediately. Tag the equipment and take it out of use. If it is a maintenance problem, fill out and forward the Climbing Wall Maintenance Request Form (Appendix B-1). The qualified instructor has the final "say" on the use, replacement and repair of any equipment or the wall itself.

<table>
<thead>
<tr>
<th>Carabiners and Figure-8's</th>
<th>Hardware</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Excessive Wear</td>
<td>• Broken, loose 01’ rusted bolts, nuts, rings</td>
</tr>
<tr>
<td>• Cracks</td>
<td>• Cracked climbing holds</td>
</tr>
<tr>
<td>• Rust</td>
<td>• Bolts, nut or nails protruding from the wall</td>
</tr>
<tr>
<td>• Gates not closing/locking properly</td>
<td>• Hinges loose on doors</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ropes</th>
<th>The Grounds</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Kern sticking through mantle</td>
<td>• Rocks</td>
</tr>
<tr>
<td>• Soft spot (broken kern) in rope</td>
<td>• Any debris, garbage or dangerous objects</td>
</tr>
<tr>
<td>• Frays, cuts, abrasions</td>
<td>• Any individuals in &quot;fall zone&quot;</td>
</tr>
<tr>
<td>• Chemical damage</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Harnesses</th>
<th>Webbing</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Intact buckles, connectors</td>
<td>• Frayed spots</td>
</tr>
<tr>
<td>• Cuts, worn spots and abrasions</td>
<td>• Cuts, worn spots and abrasions</td>
</tr>
<tr>
<td>• Ripped seams and sewing</td>
<td>• Discoloring, fading</td>
</tr>
<tr>
<td>• Hardening</td>
<td>• Hardening</td>
</tr>
<tr>
<td>• Chemical damage</td>
<td>• Chemical damage</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Helmets</th>
<th>Wood</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Cracks or breaks in the surface</td>
<td>• Signs of decay or rotting</td>
</tr>
<tr>
<td>• Secure chin straps and connectors</td>
<td>• Splintering</td>
</tr>
<tr>
<td>• Sanitation (the sniff test)</td>
<td>• Structural cracks, splits</td>
</tr>
</tbody>
</table>

A note about ropes and webbing: Ropes and webbing (harnesses, tubular webbing) are petrochemical products. As such, they are especially sensitive to petro-chemical fumes and exposure to light. In addition, dirt ground into the nylon of ropes or any webbing product can significantly reduce the effective life of these pieces of climbing equipment. Finally, storing wet ropes and webbing will cause mildew and rot. Air dry all soft climbing gear before you store it.

Therefore, you must take the following steps with all ropes and webbed gear:
• Never store ropes or webbed gear in any space with gasoline, kerosene, or any other petro-chemical product.
• Keep ropes clean and free of dirt. Keep participants away from the ropes so that the climbers and rappellers will not step on gear and grind dirt into the fibers.
• Log time that the ropes have been in the sunlight as full time.
• Do not leave ropes rigged when they are not being used. Take ropes down immediately after each session.
• If ropes and "soft" gear have gotten damp or wet, air dry them before storing them.
• At least once a season, wash the ropes and webbing with Woolite or similar mild detergent. Air dry the soft gear in the shade or inside if adequate ventilation can also allow it to be air dried. Do not use a machine dryer for ropes and soft gear.

A note about hardware: The metal alloys in carabiners, figure-8’s, rapid-links, eyelets and other "hardware" are subject to fracture and breakage. Therefore, it is absolutely essential that before a participant receives a piece of gear, a staff member has checked each piece of hardware.

The necessary procedure is simple and quick. As you set gear out before participants arrive, do a visual and a hand check of each carabiner and figure-8.

• Does the gate of each carabiner close cleanly?
• Does the barrel-lock on each gate screw shut and open smoothly?
• Are there any deep grooves of wear in any figure-8s or carabiners?
• Are the buckles on the harnesses uncracked?
• Are the nylon connectors on the harnesses and the helmet straps intact and working?
FUNDRAISER 5K WALK/RUN EVENTS

The 5K is quickly becoming one of the most popular distances for running or walking to raise money for charity. A fundraising walk or run is not only a healthy way for participants to raise money for a good cause, but also a very visible way of publicizing your charitable cause to the community.

Organizing a 5K event is straightforward if you have enough staff and trained volunteers to follow the appropriate guidelines. Always make your number one rule “Safety First”. Here are some tips to think about while planning your 5K:

PLANNING

- Allow 6 – 12 months to plan your event.
- Set up an organizing group with a Race Director and people to plan and manage the course, permits, sponsors, medical support, budget, and entries.
- Designate a Volunteer Coordinator to handle all volunteers, associated duties they will be performing, volunteer training, and appropriate waivers.
- Select a Medical Director to coordinate a medical team. Even in a small race, there should be one person assigned as the “go to” person in the event of an injury.
- Verify insurance coverage for your event. Call Catholic Mutual Group for additional information and help.

COURSE DESIGN

- Find a venue that is safe and accessible.
  - Avoid crossing railroad tracks, major intersections, interstates, and uneven off-road trails.
- The venue must have adequate parking for competitors, spectators, and volunteers.
- Toilets and water stations must be available.
- Route must be safe for runners, walkers, volunteers, and spectators.
- Ensure your course is not too narrow at the start and is without sharp turns in the beginning.
- Course marking should be visible and each mile should be marked so runners/walkers can visually see where they are at.

VOLUNTEERS
• Recruiting, coordinating, and educating volunteers in a race is essential in maximizing the safety of race participants.
• Ensure all volunteers and the parents/guardians of any minors that are volunteering for the event have signed appropriate waivers.
• Meet with volunteers and/or volunteer coordinator consistently throughout the planning process to discuss adherence with timelines, training, appropriate waivers, and overall progress.

RACE INFORMATION & FORMS
• Check a race calendar to choose a date that does not interfere with other local races. The website Running in the USA (www.runningintheusa.com) publishes a list of events across the country.
• Participant packets should include:
  o Online or paper entry forms
  o Name, date and time of event
    • Participation entry form, including:
      • Name
      • Age
      • Address
      • Email
      • Emergency Contact
      • Shirt Size (if applicable)
    • Catholic Mutual Group Adult Hold Harmless/Indemnity Agreement for adults
    • Catholic Mutual Group Parental/Guardian Consent Form and Liability Waiver for Athletic and Sporting Events for any participating minors
    • Course description, with start and finish location clearly identified
    • Entry fee or information related to fundraiser.
    • Location of packet pick-up
    • Prizes awarded for different groups and schedule of events
    • Type of time devices being used
    • Warnings against baby strollers, roller blades, head sets, and pets
    • Parking information
    • Course map showing:
      • How many water stations will be available and location
      • How many restrooms/portables will be available and location
      • Medical assistance that will be available and location
      • Location for post-race activities
• Packet pick-up locations should have ample parking and enough volunteers to keep the lines moving.
• Remind all participants to carry or wear some form of picture identification during the race.

COMMUNICATIONS
• Consider hand-held radios for volunteers to communicate with each other.
• A megaphone should be used to amplify the starter’s voice and/or give messages before or after the race.

READY, SET, GO…
• Get participants to the starting line a few minutes prior to the start. Ask runners and walkers to line up according to their ability, with the fastest in front or stagger start times between runners and walkers.
• Provide water stations throughout the course and ensure they are well marked so all participants, volunteers, and spectators know their location.
  o Do not place stations on a hill.
  o Have enough staff and water cups filled before participants arrive.
  o Plan to have one cup per participant at each water station unless it is a hot and humid day, then have at least two.
  o Consider “Water Ahead” signs to give participants early notification.
• Ensure appropriate sanitation stations, restrooms, portables, etc. are available to all participants, volunteers, and spectators.

PARTICIPANT (Runner) CONTROL
• Ensure that the course lanes are wide enough to accommodate the number of runners in the event.
• Place cones along the course for runners to follow and have volunteer course marshals to direct runners at pivotal turns on the course, or who may need additional assistance.

TRAFFIC & SPECTATOR CONTROL
• Contact law enforcement agencies while you are planning your 5K. Police officers may help with your event depending on the size, or supply traffic barriers to control vehicle entry during the race.
• Fencing may be needed to keep spectators off the race course and out of the flow of runners/walkers. If barriers are used, make sure they are solid and cannot be inadvertently moved by person(s) leaning up against it.
MEDICAL

• Ensure medical personnel are appropriate for the event and that there are a sufficient amount of medical staff to attend to the needs of the participants.
• Provide a convenient area for the medical team and ambulance if deemed necessary to set up at the finish line.
  o An ambulance should be able to leave the race area quickly and not cross the path of any participants
• Provide appropriate supplies to the medical team and ensure that the medical tent and team are marked in an obvious way.
• Have a plan for HIPAA Privacy and Confidentiality requirements.

WEATHER

• Plan ahead for various weather conditions:
  o Extreme Heat—more water stations and ice.
  o Extreme Cold—make sure water at stations is not frozen, provide blankets, areas of shelter, and hot liquids. Icy conditions may pose a safety threat to the event.
  o Lightning—strikes within 1 hour of start time should be considered dangerous and race may need to be cancelled or delayed.

FINISH LINE

• Prepare for larger crowds at the finish line and allocate sufficient barricades, flags, and possibly police presence in this area.
• Make sure only persons essential to the finish line operations and associated with the finish line medical team are in the actual finish line area. All others should be kept back behind barricades.
• Have water available!

The information above is meant to be used as a guide and is not all-inclusive. Those utilizing these guidelines must understand that they are responsible for organizing a safe event. There is also advice and support available from organizations like the Road Runners Club of America and USA Track & Field. Submit all contracts and planned fundraisers to Catholic Mutual Group for review prior to these events.
ADULT HOLD HARMLESS/INDEMNITY AGREEMENT

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 Arch/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:

- **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.

- **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.

- **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/INDEMNITY AGREEMENT

PARISH: 
(PARISH is understood to include the Roman Catholic Church of the Archdiocese of New Orleans)

ACTIVITY PARTICIPANT OR FACILITY USER: ______________________________

DATES OF ACTIVITY OR USAGE: _________________________________________

TYPE OF ACTIVITY OR USAGE: _________________________________________

The above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named ACTIVITY PARTICIPANT OR FACILITY USER which arise out of the above named ACTIVITY OR USAGE at the above named PARISH.

Additionally, the above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH 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 by the above named ACTIVITY PARTICIPANT OR FACILITY USER or their family members whether such claim arises from the alleged negligence of the PARISH, 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 legal force and effect.

SIGNED BY: __________________________________________________________

NAME (Please Print): _________________________________________________

DATE: ______________________________________________________________
ATHLETIC & SPORTING EVENTS  
PARENTAL/GUARDIAN CONSENT FORM AND LIABILITY WAIVER

Participant’s name: __________________________________________________________
Birth date: ___________________________ Sex: ___________________________
Parent/Guardian’s name: _______________________________________________________
Home address: _______________________________________________________________
Home phone: ___________________________ Cell Phone: ___________________________ Business phone: ___________________________
I, ______________________, grant permission for my child, ________________________, to participate in this parish activity that may require transportation to a location away from the parish site. This activity will take place under the guidance and direction of parish employees and/or volunteers from ________________________, _________, ________. A brief description of the activity follows:

_________ Name of parish

Type of event: _____________________________________________________________

Location(s): _______________________________________________________________

Individual in charge: ______________________________________________________

Duration of activity: _________________________________________________________

Mode of transportation to and from event: _______________________________________

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 herein, or our heirs, successors, and assigns, to hold harmless and defend ________________________, its officers, directors and agents, ___________________ Name of parish

and the Roman Catholic Church of the Archdiocese of New Orleans, coaches, chaperons, or representatives associated with the event, 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, its officers, directors and agents, and the Roman Catholic Church of the Archdiocese of New Orleans, coaches, chaperons, or representatives associated with the activity for reasonable attorney’s fees and expenses arising in connection therewith.

Signature: ___________________________ Date: ___________________________

Print Name: _____________________________________________________________
MEDICAL MATTERS: 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. (Of the following statements pertaining to medical matters, sign only those that are applicable.)

Emergency Medical Treatment: In the event of an emergency, I hereby give permission to transport my child to a hospital for emergency medical or surgical treatment. I 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 at the above numbers, contact:

Name & relationship: ________________________________ Phone: __________________
Family doctor: ________________________________ Phone: __________________
Family Health Plan Carrier: ________________________________ Policy #: __________________
Signature: ________________________________ Date: __________________

Other Medical Treatment: In the event it comes to the attention of the parish, its officers, directors and agents, and the Roman Catholic Church of the Archdiocese of New Orleans, coaches, chaperons, or representatives associated with the activity that my child becomes ill with symptoms such as headache, vomiting, sore throat, fever, diarrhea, I want to be called collect (with phone charges reversed to myself).

Signature: ________________________________ Date: __________________

Medications: My child is taking medication at present. My child will bring all such medications necessary, and such medications will be well-labeled. Names of medications and concise directions for seeing that the child takes such medications, including dosage and frequency of dosage, are as follows:

Signature: ________________________________ Date: __________________

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.

Signature: ________________________________ Date: __________________

I hereby grant permission for non-prescription medication (such as non-aspirin products, i.e. acetaminophen or ibuprofen, throat lozenges, cough syrup) to be given to my child, if deemed appropriate.

Signature: ________________________________ Date: __________________

Specific Medical Information: The parish will take reasonable care to see that the following information will be held in confidence.

Allergic reactions (medications, foods, plants, insects, etc.): ________________________________
Immunizations: Date of last tetanus/diphtheria immunization: ________________________________
Does child have a medically prescribed diet? ________________________________
Any physical limitations? ________________________________
Has child recently been exposed to contagious disease or conditions, such as mumps, measles, chickenpox, etc.? If so, date and disease or condition: ________________________________
You should be aware of these special medical conditions of my child: ________________________________
Incident Investigation Report for Injuries

Most liability claims involve accidents of visitors to your premises. If it is reported that someone is injured on your property, first determine if the person requires medical attention. If so, immediately contact the ambulance or emergency rescue team. Second, obtain all necessary identification information from the involved party and a brief account of the accident. If this injury involves a student, immediately contact his or her parent or guardian. Third, identify witnesses and obtain their names, addresses, and telephone numbers. Fourth, observe the area in question. Take photographs and preserve any evidence that may have been involved with the accident. Finally, photocopy and complete in as much detail as possible the Incident Report Form.

Always be courteous and interested in the person making the claim. Don’t make any judgments regarding liability (i.e., admission or denial of liability) or commitment to the payment of bills. Inform the individual that you will notify Catholic Mutual and that a Catholic Mutual representative will be in contact with him or her as soon as possible.

Complete this report for all incidents/injuries. (Also complete this report for near-miss incidents/injuries.) This report is for information only. All claims should be reported immediately to Catholic Mutual Group at (877) 527-5760 or (504) 527-5762. Please read each question carefully, and answer all questions as completely as you can. Please do not leave any blanks, unless the question does not apply.

Name of Injured Party: ____________________________ Telephone# __________
Complete address: ____________________________
Names of Witnesses and their complete addresses and phone numbers: ________________

Describe the Incident: (State what the individual was doing and all circumstances leading up to the incident. Try to reconstruct the chain of events leading up to the incident/injury. Be specific.)
Who was involved? ____________________________
What took place? ____________________________
Date of incident? ________ Time: ________ AM / PM
Where did it happen? ____________________________
Why did it happen? ____________________________
How did it happen? ____________________________

Training:
Have you provided any training to prevent this incident? If not, describe training to be conducted. ____________________________

Incident Investigation conducted by (list individuals involved): ____________________________

Signature of individual in charge: ____________________________ Date report prepared: __________

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CMG CONNECT

There are two ways to connect to CMG Connect. You may go to the Catholic Mutual website, www.catholicmutual.org and click on the CMG Connect link on the bottom right side of the page or you may go directly to www.cmgconnect.org.

First Screen: Choose your Archdiocese or Diocese.

Second Screen: Register! You only need to register once. You may sign in any time to take online training or complete online training you started but did not complete.
On the Screen below you will need to select your parish or school from the dropdown box, and then you will need to choose your position. If you are on the Parish Fair Committee you will select “Fair and Festival Committee”. You may click as many as apply.

Revised 8/25/2014
Now you are registered. If you chose Fair and Festival Committee you will see the following screen and may start the online training!