



Other Safety/Liability Concerns

- Travel with Minors
- Pool
- Background Checks

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FSU Office of Legal Affairs

Travel with Minors

Contact FSU Office of Legal Affairs for liability forms. 910-672-1145

Contact the FSU Travel Office for travel approval.

<https://www.uncfsu.edu/faculty-and-staff/divisions-departments-and-offices/division-of-business-and-finance/materials-management/travel>

All FSU campus that are sponsoring minors on campus. Will need to review the travel liability forms with your student(s) and parent(s). Camp Leaders will also need to obtain the necessary travel documents to be approved for your campers to travel. Should you have questions or concerns please feel free to contact the Office of Legal Affairs.



FSU WAIVER OF LIABILITY AND ACTIVITY PERMISSION SLIP
(TO BE COMPLETED BY PARENT AND CHILD)

PRINT PARTICIPANT NAME _____

PRINT PARENT NAME _____

I understand the Participant will participate in a program on FSU's campus and access FSU property, grounds, facilities, (hereinafter collectively and individually referred to as the Property) **NAME OF THE PROGRAM** (the "Program"). I understand that I am not required to access the Property or participate in the Program and that my decision to access the Property and participate in the Program is fully voluntary. I also understand that there are risks, dangers, and hazards **which include, but are not limited to, LIST THE RISKS**. I also understand that there are dangers and hazards associated with accessing the Property and preparing for and participating in the Program, and I have decided to, and do fully and voluntarily, assume the risks.

In consideration of the my being permitted to participate in the Program, I do individually, and on behalf of my heirs, successors, assigns, administrators and/or personal representatives, hereby **RELEASE, WAIVE, COVENANT NOT TO SUE AND FOREVER DISCHARGE** FSU and any of its employees, agents, officers, trustees, volunteers and/or representatives (in their official and individual capacities) ("Releases") from and against any and all liability whatsoever, whether caused by negligence or carelessness of any one or more of the Releases or otherwise, for any and all harm, damages, losses and/or injuries (including death) I may sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses, and/or costs of any nature, including attorney's fees, or otherwise, which arise out of, result from, occur during or are connected in any manner with 1) my participation in or preparation for the Program, 2) my accessing of the Property and/or 2) any travel incident to my participation in or preparation for the Program or my usage of the Property.

In consideration of FSU permitting me to participate in the Program, I, individually, and on behalf of my heirs, successors, assigns, administrators and/or personal representatives, hereby agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Releases (in their official and individual capacities) from and against any and all liability whatsoever, whether caused by negligence or carelessness of any one or more of the Releases or otherwise, for any and all harm, damages, losses and/or injuries (including death) Participant may sustain to his or her person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses, and/or costs of any nature, including attorney's fees, or otherwise, which arise out of, result from, occur during or are connected in any manner with 1) the Participant's participation in or preparation for the Program, 2) the Participant's accessing of the Property, and/or 3) any travel incident to Participant's participation in or preparation for the Program or Participant's usage of the Property.

I agree that this Waiver of Liability is to be construed under the laws of the State of North Carolina, U.S.A.; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. I also agree that the place of this agreement, its situs and forum, shall be Cumberland County, North Carolina.

_____ Parent Initial



I represent that Participant shall be covered throughout his/her participation in and preparation for the Program by policies of comprehensive health and accident insurance which provide coverage for illnesses or injuries he or she may sustain or experience while participating in the Program. By my signature below, I certify that I have confirmed Participant's health and accident insurance policies will adequately cover him or her while participating in and preparing for the Program; and, I hereby release, discharge and indemnify the Releases from and against all responsibility and liability for any injuries, illnesses, medical bills, charges and/or similar expenses she or he incurs while accessing the Property or while participating in or preparing for the Program.

I hereby release, discharge and indemnify the Releases from and against all responsibility and liability for any injuries, illnesses, medical bills, charges and/or similar expenses which might arise out of or in connection with any emergency or medical attention.

Permission is granted for Participant to receive emergency medical treatment by an authorized health care provider or hospital designated by the Program personnel. I understand that every effort will be made to contact me. If I cannot be reached, the provider selected by a staff member of the Program is permitted to hospitalize and secure proper treatment (including surgery) for the Participant at my financial expense.

I give permission for the Participant to participate in photographs, films, and/or interviews as they pertain to FSU, and I understand that such pictures, films, and/or interviews may be used, without compensation to me or Participant, to promote or publicize FSU events and/or demonstrate how federal or state funds are being used.

In signing this Waiver of Liability, I acknowledge and represent that I have fully informed myself of the content of this document by reading it before I signed it, that I have reviewed it, that I and the Participant understand what it means, that by signing it I am giving up any substantial legal rights I might otherwise have, and that I sign this document as a free act and deed.

I further state that I am fully competent to sign this Agreement; and that I execute this Waiver of Liability for full, adequate, and complete consideration fully intending to bind by the same myself and my family, heirs, administrators, successors, assigns, and/or personal representatives and the Participant and his or her family, estate, heirs, administrators, personal representatives, and/or assigns.

Accident/Hospitalization Policy Name _____
Policy Number _____
I can be reached at any time (phone number) _____

IN WITNESS WHEREOF, I have executed this release on the date indicated below.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING

Parent/Guardian Signature Parent Printed Name Date

Student Signature Student Printed Name Date

Pool

If your Summer Program is interested in Swimming Pool Activities for your campers, please read the Lifeguard Requirements/Pool Rules and Regulations and complete the Capel Arena Swimming Pool Request Form.

The form can be found on the Office of Legal Affairs' website under Legal Forms. <https://www.uncfsu.edu/faculty-and-staff/departments-and-offices/office-of-legal-affairs/legal-forms>

Once completed please have your Vice Chancellor sign and provide your FOAP for the following fees

- Lifeguard
- Setup
- Campus Police
- Clean-up (Housekeeping)

Capel Arena Swimming Pool Request Form

Department:	
Department /Unit Head:	
Requestor :	
Phone Number:	
Email Address:	

Request Details

Date Requesting:	
Start Time :	
End Time :	
Type of Function:	
Age Group:	
Number in Attendance	
Additional Information: (Tell us about your event/request)	
Estimated Cost: (please contact Legal Affairs for an Estimate)	

Signatures

Department/Unit Head: _____

Vice Chancellor: _____ (Budget Line) _____
Fund – Org – Account – Program

For Office Use Only

Approved

Disapproved

Comments:

(An email notification will be sent out approving/disapproving the request)

Capel Arena Swimming Pool Request Form

Lifeguard Requirements

1. A lifeguard is required and the requirement is to have a ratio of one certified lifeguard per twenty-five (25) swimmers.
2. The lifeguard/pool manager shall have the authority to enforce all pool rules. Patrons who repeatedly violate the rules may be ejected by the Lifeguard.
3. If requestor is providing additional lifeguards, a copy of each lifeguard's certification should be submitted to Legal Affairs no later than one week prior to the event date.

FSU Aquatics Pool Rules and Regulations

1. No one shall enter the swimming area unless the pool is officially open and a lifeguard is on duty.
2. All individuals within the pool area must be attired in swimming apparel. The swimming pool and decks must be maintained in a sanitary manner.
3. Children 12 and under entering the pool facility must be escorted and directly supervised by an adult or responsible person 18 years old.
4. Children 6 years and younger must be accompanied and directly supervised, within arms reach of an adult at all times in the water and within the facility. Children 6 and under, who pass a swim test, are not required to have an adult in the water.
5. Groups of children 6 or more and ages 6-17 entering the pool must be directly supervised at poolside by an adult in swimmer. There must be one adult for every 25 children.
6. Food or refreshments may not be consumed in the pool area. Food is not permitted in locker rooms.
7. Glass containers, alcoholic beverages, drugs and pets are not permitted in the pool facilities. An exception will be made for service animals.
8. No person within the pool grounds shall behave in such a manner as to jeopardize the safety and health of him/herself or others. Such behavior, including abusive or profane language, shall be grounds for the termination of this contract.
9. Loitering will not be permitted on the pool grounds or within any of the University's facilities.
10. Any injury occurring in the pool area must be reported to the Lifeguard immediately.
11. The use of cameras, video cameras or any device containing camera equipment of any kind is prohibited in locker rooms, bathrooms and changing facilities.

Background Checks

Background Checks will be required for all faculty/staff new hires, temp workers, student workers, volunteers and any other person(s) that will be required to work with minor focused programs and camps.

FSU requires that an on-line background check including sex offender registry, and/or credit history check form be completed through CastleBranch, a background check service provider.

Each applicant will receive an email with instructions to log-in and see the order status and final results.

Should you have questions or concerns, contact
Terrance B. Robinson
Paralegal/Budget Manager
Office of Legal Affairs/Chancellor's Office
910-672-1145
<http://www.uncfsu.edu/legal-affairs>