

# West San Gabriel Liability & Property JPA

## Risk Management Guidelines for Associated Student Body or School Site Activities & Events

Dos and Don'ts

Activity Checklist



The following guidelines are provided for planning Associated Student Body (ASB) or School Site events. The criteria recommended are adapted from the PTA Insurance Guidelines and from other School District Insurance and/or JPA's.

The West San Gabriel L&P JPA requires that all events on school sites use these guidelines when planning fund-raisers and social events.

When planning an event that is questionable, or not on any of the following lists, please call the District's Risk Management Office for approval.

Appropriate forms must be completed for activities:

- Voluntary Excursion/Field Trip Notice
- Parent Release Form – Voluntary activities Participation Form
- Hold Harmless Agreements
- Certificates of Insurance

Refer to your ASB Accounting Manual for fund raising guidelines.



# **GREEN LIGHT**

**Approved activities and events are listed below.**

**Under no circumstance should any ASB Organization, School Site or District representative sign a Hold Harmless Agreement for a vendor/concessionaire/service provider, or agree in any way that the ASB or School Site will be held responsible for liability. Review all contractual arrangements very carefully to make sure that they do not contain such provisions. If a contract includes a Hold Harmless Agreement contact the Risk Management Department prior to signing.**

All food activities need to observe food handling safety guidelines attached. These activities are indicated by "\*\*"

After-School Treats\*  
Arts & Crafts Activities  
Auction/Silent Auction  
Bake Sales\*  
Balloon Artist (blows balloons up by mouth – no gases used, makes hats, animals, etc.)\*\*possible (3)  
Band Concerts – No rock, rap, hip hop  
Baseball Toss Through Target  
Bean Bag toss  
Bike Displays  
Book Fair  
Bowling  
Calendar Sales  
Candy Sales  
Carnivals Without Powered Rides and Amusement Vendors (refer to **YELLOW LIGHT** list)\*\*possible (3)  
Christmas Tree Sales (No cutting)\*\*possible (3)  
Colored Sand Painting  
Community Forums  
Confetti Eggs  
Cookbook Sales  
Costume Carnival and Costume Rentals\*\*possible (3)  
D.J.'s\*\*possible (3)  
Dances\*\*possible (3)  
Dinners (pasta, crab, international, barbecue, etc)\*  
Enrichment – academic only (refer to exclusions on **RED LIGHT** list)  
Egg Toss  
Face Painting  
Fashion Shows \*(3)  
Fish Ping Pong  
Food Sales\*  
Football Throw Through Target  
Fortune-Telling  
Gift Wrap Sales  
Gift Wrapping  
Greeting Card Sales



## **GREEN LIGHT**

### **Approved Activities and Events (continued)**

Hobby Shows  
Ice Cream Socials\*  
I.D. Bracelets  
Jail Auctions  
Karaoke\*\*possible (3)  
Line Dancing  
Magazine Sales  
Magic Shows\*\*possible (3)  
Math Fair  
Mouse Trap Maze (wear Velcro suits, move through Velcro maze, try not to touch sides. No launching devices.)\*\*(3)  
Movie Night  
“Nerf” Bow and Arrow  
PEE Wee Golf\*\*(3)  
Performing Arts  
Pencil Sales  
Picnic-Type Games (Not competing against other schools or classes)  
    3-legged Race                      Puzzle Race  
    Basketball Shoot                  Sack Race  
    Bowling                              Softball Throw  
    Jump Rope                           Volleyball  
    Potato Race                          Obstacle Course (on ground level only)  
Pizza Night\*  
Plant Boutiques  
Popcorn Sales\*  
Reading Night  
Ring Toss  
Rummage Sales, White Elephant Sale, Flea Market  
Sale of Logo Items  
Scarecrow Competition  
School Play  
Science Fair  
Silhouettes  
Snack Food Sales\*  
Snow Day\*\*(3)  
Spelling Bee  
Sponge Toss Using Goggles  
Storytellers/Performers\*\*possible (3)  
T-Shirt Sales, Sweatshirts, Jackets etc.  
Talent Shows  
Water Balloon toss  
Water Bottle Sale  
Yearbook Sales

**\*\*Indicates the activity may require an outside person/entity provide proof of insurance and add SAMPLEUSD as an additional insured party.**

## Guidelines for handling food

1. Wash hands before touching food.
2. When handling unwrapped food, use gloves.
3. If gloves not available, use appropriate serving utensils.
4. If money is being collected, have one person taking money and another handling food.
5. Keep hot food hot (over 135°) and cold food cold (under 40°) before and during serving.
  - Bagged ice in between pans or under food can help keep food cold.
  - A crock pot plugged into a working outlet will keep hot food hot.
6. If this cannot be accomplished, do not hold protein foods for more than 3 hours. Protein and other potentially hazardous foods include:
  - dairy products
  - meat/poultry
  - fish
  - eggs
  - legumes (pinto beans, etc.)
  - raw fruits and vegetables
7. If cutting foods that are not going to be cooked, use separate cutting board and knife for protein foods vs. fruit/vegetables/desserts.
8. Toss left-overs (especially protein and other potentially hazardous foods) after 3 hours.
9. Anyone experiencing diarrhea and/or vomiting within the past 72 hours should not be around the food.
10. Shoulder-length hair should be tied back.



## **YELLOW LIGHT**

### **Restricted Activities and Events**

Occasionally, ASB’s want to sponsor activities which may require additional insurance coverage, waivers of liability, certificates of insurance or other special arrangements. ASB’s must strictly adhere to ASB guidelines. All conditions must be met and/or the District Risk Management Department consulted before undertaking any activities listed on the YELLOW pages.

**Under no circumstance should any ASB Organization, School Site or District representative sign a Hold Harmless Agreement for a vendor/concessionaire/service provider, or agree in any way that the ASB or School Site will be held responsible for liability. Review all contractual arrangements very carefully to make sure that they do not contain such provisions. If a contract includes a Hold Harmless Agreement contact the Risk Management Department prior to signing.**

The numbers following each activity refer to the **CONDITIONS** (see page 7) that must be met prior to an ASB or School sponsored event or activity

- Aerobics (1) Virtual Realities (3) (4) (11)
- Athletic Events (2) (4) (5) (6)
- Ballet or Dance Classes (1)
- Bike Rodeo (2)
- Bingo (9)
- Broom Hockey – protective equipment must be worn (2)
- Cake Walk (8)\*
- Camps – Outdoor Enrichment and Science (1) (3) (4) (11)
- Carnivals with Powered Rides and Amusement Vendors (2) (3) (4) (11)
- Charter Services, Limousine Services, Any For-Hire Transportation (3) (4) (8) (11)
- Craft Fairs, Holiday Boutique and Swap Meets (3) (4)
- Drill Team (1)
- Field Trips (1) (3) – if questions, then (4)
- Go-Carts (2) (3)
- Hayrides (3) (4)
- Hypnotist (3)
- Jog-A-Thon/Leg-A-Thon/Walk-A-Thon (1) (6)
- Interactive Games (1) (3) (11)
- Litter Cleanups (2) (10)
- Opportunity Drawing Tickets (9)
- Skate Night (1)
- Snack Food concessionaire – Hired (3) (4) (11)\*
- Space Ball (3)
- Swim Classes (1) (7)
- Swim Party (1) (7)

### **CONDITIONS**

- (1) Obtain a signed Voluntary Excursion/Field Trip form from each student's parent or guardian. A waiver may be signed for a whole year's activities; place it in the school packet at the beginning of the year. You will need to adapt and add the wording "as respects all (School name) sponsored events for the school year. Anyone eighteen or older may sign his/her own waiver. (See page 9 English and page 10 Spanish.) Any employee who wishes to participate in a yellow light activity (i.e. Athletic Events, Skate Night) must sign a release of liability indicating that they are participating at their own risk and may not be covered by Workers' Compensation.
- (2) Obtain a signed Voluntary Activities Participation form from each student's parent or guardian. Anyone eighteen or older may sign his/her own waiver. (See page 11 English and page 12 Spanish.) Any employee who wishes to participate in a yellow light activity must sign a release of liability indicating that they are participating at their own risk and may not be covered by Workers' Compensation.
- (3) Obtain a Certificate of Insurance and an endorsement naming SAMPLE USD as Additional Insured on the policy. The vendor/concessionaire/service provider must also sign the Hold Harmless Agreement (page 14).
- (4) Call the Risk Management Department with details of the event and to obtain insurance requirements.
- (5) If a site (with Risk Management approval) chooses to sponsor allowable activities or events that the insurance company has excluded, the site must purchase the necessary additional participant liability insurance for that activity, and the entire organization (the District) must be named as Additional Insured. Please contact the Risk Management Department, for requirements for additional insurance. The Risk Management Department understands the necessity of protecting the entire organization and will make sure that such additional coverage will match the existing District liability insurance and that the District will be protected.
- (6) The only exception for which additional insurance need not be purchased is a Jog-, Walk- or Leg-a-Thon. Parents and teachers may participate but must sign a Participant's Waiver (page 11 English and page 12 Spanish) and a Voluntary Excursion/Field Trip form needs to be signed by a parent or guardian when children are involved. The general public is not allowed to participate. Keep in mind that the District does not have accident coverage for Jog-, Leg- or Walk-A-Thon events.
- (7) Certified lifeguard required for all swim events.
- (8) Please consult local government for ordinance.
- (9) This is considered a game of chance unless there is skill involved to win or everyone receives a prize.
- (10) Adequate supervision must be provided. Reflective vest and rubber gloves must be used. Clean-up must not be done on freeways.
- (11) If you are required to sign a contract by the vendor/concessionaire/service provider you must send a copy of the contract to the Risk Management Department prior to signing.



# **RED LIGHT**

## **Activities and Events Prohibited**

The District has adopted certain policies regarding permissible ASB and School Site activities or events, in order to minimize the risk of exposure. It is the policy of the District to prohibited activities because they are dangerous and jeopardize the safety of our children. Such activities also jeopardize the insurance coverage for the District.

**The following activities and events are prohibited. Under no circumstances should any ASB Organization, School Site or District representative sign a Hold Harmless Agreement for a vendor/concessionaire/service provider, or agree to any activity that the ASB or School Site will be held responsible for.**

THESE ACTIVITIES ARE NOT ALLOWED, EVEN IF  
VENDOR HAS THEIR OWN INSURANCE.

- |  |  |
|--|--|
| Alcohol Sales  | Safe House   |
| Aircraft Demonstrations                                  | Slam Dancing (Moshing, Stage Diving)   |
| Animal Rides   | Sumo Wrestling   |
| Astro Walk   | Surfing Contests   |
| Baby Sitting/Child Care                                  | Trampolines  |
| Blood Testing  | Transportation (except by Charter Services, refer to YELLOW LIGHT)   |
| Bungee Jumping   |  |
| Castle Bounce  | Velcro Walls, Human Cannon Balls (or any variations)   |
| Climbing Wall  | Watercraft (except commercial crafts of 26 feet or more operated by a qualified vendor with evidence of Insurance) |
| Cosmo Walk   | Water Slides   |
| Crossing Guards  |  |
| Darts/Dart Games   |  |
| Donkey Baseball/Basketball                               |  |
| Dunk Tanks   |  |
| Enrichment programs – these activities are prohibited:   |  |
| Martial Arts   | Gymnastics   |
| Contract Sports  | Skateboarding  |
| Roller Blading   | Other Athletic type activities   |
| Firework Sales   |  |
| Flush Tank   |  |
| Flush ‘em  |  |
| Hot Air Balloons/Balloon rides (on ground or in the air) |  |
| Inflatable Slides  |  |
| Monster Trucks   |  |
| Moon Walk  |  |
| Paint Ball Guns  |  |
| Petting Zoos   |  |
| Pyrotechnic Displays                                     |  |
| Ropes/Challenge Courses                                  |  |



**SAMPLE UNIFIED SCHOOL DISTRICT**

**VOLUNTARY EXCURSION/FIELD TRIP NOTICE AND MEDICAL AUTHORIZATION - MINOR**

Dear Parent/Guardian:

Kindly complete and return this form to \_\_\_\_\_ .  
(Teachers Name)

\_\_\_\_\_ has my permission to participate in the following **voluntary activity**:  
(Student Name)

Destination: \_\_\_\_\_  
Departure Date & Time: \_\_\_\_\_ Return Date & Time: \_\_\_\_\_

In the event of illness or injury, I do hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed by or under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services.

**As stated in California Education Code Section 35330, I understand that I hold the SAMPLE Unified School District its officers, agents and employees harmless from any and all liability or claims, which may arise out of or in connection with my child's participation in this activity.**

I fully understand that participants are to abide by all rules and regulations governing conduct during the activity. Any violation of these rules and regulations may result in that individual being sent home at the expense of his/her parent/guardian.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_  
Medical Insurance Carrier                      Policy No.                      Address

A special note to Parent/Guardian: (1) All drugs must be registered on this form; (2) All drugs, excepting those which must be kept on the student's person for emergency use, must be kept and distributed by the staff; (3) ( ) Check here if there are special problems that the staff should be aware of and no drugs are required on the trip; (4) If any medication or drugs are to be taken by student, list them here: (Name of drug and reason) \_\_\_\_\_ If your son or daughter has a special medical problem, kindly attach a description of that problem to this sheet.

**EXCURSION VOLUNTARIA/AVISO DE VIAJE DE ESTUDIOS Y  
AUTHORIZACION MÉDICA – PARA MENORES DE EDAD**

Estimado Padre/Guardián:

Por favor complete y regrese dos copias firmadas de este formulario a \_\_\_\_\_

Mi hijo/a \_\_\_\_\_ tiene mi permiso para participar en la siguiente **actividad voluntaria** \_\_\_\_\_

Destino: \_\_\_\_\_

Fecha y Hora de Salida: \_\_\_\_\_ Fecha y Hora de Regreso: \_\_\_\_\_

Por medio de la presente doy mi autorización para que en caso de enfermedad o lastimadura, mi hijo/a reciba cualquier examen de rayos-x, anestesia, diagnostico medico o tratamiento, dental, u hospitalización que se considere necesaria según lo determine el médico o cirujano o dentista encargado, y administrado bajo la supervisión de un médico del hospital o de las instalaciones que proveen los servicios médicos o dentales.

**Según establecido en el Código de Educación de California Sección 35330, Entiendo que mantengo al Distrito Escolar Unificado Corona-Norco, sus oficiales, agentes y empleados libres de cualquier responsabilidad, quejas, que puedan surgir de o en conexión con la participación de mi hijo/a en esta actividad.**

Entiendo totalmente que los participantes deben cumplir con todas las reglas y reglamentos que gobiernan la conducta durante el viaje. Cualquier infracción de estas reglas y reglamentos pueden resultar en que ese individuo sea enviado a su casa a costo de sus padres/guardianes.

Firma del Padre/Guardián: \_\_\_\_\_ Fecha: \_\_\_\_\_

Domicilio: \_\_\_\_\_ Teléfono: \_\_\_\_\_

Firma del Estudiante: \_\_\_\_\_ Fech. de Nac. \_\_\_\_\_

Nombre de la Compañía de Seguro Médico      #de Póliza      Domicilio

Una nota especial para los Padres/Guardianes: (1) Todos los medicamentos deben estar anotados en este formulario; (2) Todos los medicamentos, excepto aquellos medicamentos que el estudiante deba traer consigo para uso de emergencia, los debe mantener y distribuir un miembro de la facultad; (3) Marque aquí ( ) si hay algún problema en especial que el personal escolar deba saber y que no requiere medicina durante el viaje; (4) Si el estudiante deben tomar alguna medicina, por favor anótela aquí: (Nombre y razón del medicamento) \_\_\_\_\_ Si su hijo/a tiene algún problema de salud específico, por favor adjunte a esta hoja una descripción del problema.

# SAMPLE UNIFIED SCHOOL DISTRICT

## VOLUNTARY ACTIVITIES PARTICIPATION FORM

### ACKNOWLEDGMENT AND ASSUMPTION OF POTENTIAL RISK

I authorize my son/daughter, \_\_\_\_\_ to participate in the District-sponsored activities of \_\_\_\_\_.

I understand and acknowledge that these activities, by their very nature, pose the potential risk of serious injury/illness to individuals who participate in such activities.

I understand and acknowledge that participation in these activities is completely voluntary and as such is not required by the District for course credit or for completion of graduation requirements.

I understand and acknowledge that in order to participate in these activities, my son/daughter and I agree to assume liability and responsibility for any and all potential risks that may be associated with participation in such activities.

I understand, acknowledge, and agree that the District, its employees, officers, agents, or volunteers shall not be liable for any injury/illness suffered by my son/daughter which is incident to and/or associated with preparing for and/or participating in this activity.

I acknowledge that I have carefully read this VOLUNTARY ACTIVITIES PARTICIPATION FORM and that I understand and agree to its terms.

\_\_\_\_\_  
Parent/Guardian \_\_\_\_\_  
Date

\_\_\_\_\_  
Student Signature \_\_\_\_\_  
Date

A signed VOLUNTARY ACTIVITIES PARTICIPATION FORM must be on file with the District before a student will be allowed to participate in the above extra-curricular activities.

# DISTRITO ESCOLAR UNIFICADO

## FORMULARIO DE PARTICIPACION EN ACTIVIDADES VOLUNTARIAS

### CONOCIMIENTO Y ASUNCION DE RIESGO POTENCIAL

Doy mi autorización para que mi hijo/a, \_\_\_\_\_ participe en actividades de \_\_\_\_\_ patrocinadas por el Distrito.

Entiendo y reconozco que estas actividades, por su propia naturaleza, presentan un riesgo potencial de serias lesiones o enfermedades para los individuos que participan en dichas actividades.

Entiendo y reconozco que el participar en estas actividades es completamente voluntario y como tal no es requerido por el Distrito para obtener créditos para un curso o para completar los requisitos para la graduación.

Entiendo y reconozco que para poder participar en estas actividades, mi hijo/a y yo estamos de acuerdo en asumir responsabilidad por cualquiera y todos los riesgos potenciales que puedan estar asociados con la participación en dichas actividades

Entiendo, reconozco, y estoy de acuerdo que el Distrito, sus empleados, oficiales, agentes, o voluntarios no deben ser responsables por ninguna lesión o enfermedad sufrida por mi hijo/a la cual sea incidente de y/o asociada con la preparación de y/o para participar en esa actividad.

Reconozco que he leído cuidadosamente ese FORMULARIO DE PARTICIPACION EN ACTIVIDADES VOLUNTARIAS y que entiendo y estoy de acuerdo con estos términos.

\_\_\_\_\_  
Firma del Padre/Guardián

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Firma del Estudiante

\_\_\_\_\_  
Fecha

Se debe archivar un en el Distrito FORMULARIO DE PARTICIPACION EN ACTIVIDADES VOLUNTARIAS firmado antes de que el estudiante pueda participar en la actividad/es extra curriculares anotadas arriba.

**SAMPLE UNIFIED SCHOOL DISTRICT**

**STUDENT EXCURSION & TRANSPORTATION AGREEMENT**

STUDENT NAME \_\_\_\_\_

ACTIVITY/EXCURSION \_\_\_\_\_

I understand the SAMPLE School District is providing transportation to and from the above activity. However, I do not wish to avail myself of the transportation provided by the district.

The above student hereby requests permission to provide his/her own transportation at his/her own expense.

IF THE STUDENT PROVIDES HIS/HER OWN TRANSPORTATION, IT IS FULLY UNDERSTOOD THAT THE DISTRICT IS IN NO WAY RESPONSIBLE, NOR DOES THE DISTRICT ASSUME LIABILITY, FOR ANY INJURIES OR LOSSES RESULTING FROM THIS NON-DISTRICT SPONSORED TRANSPORTATION. ALTHOUGH THE DISTRICT MAY ASSIST IN COORDINATING TRANSPORTATION AND/OR RECOMMEND TRAVEL TIME, ROUTES, OR CARAVANNING TO OR FROM THIS EVENT. I FULLY UNDERSTAND THAT SUCH RECOMMENDATIONS ARE NOT MANDATORY.

I ALSO UNDERSTAND THAT IF I RIDE WITH ANOTHER PERSON, THE DRIVER IS NOT DRIVING AS AN AGENT OF OR ON BEHALF OF THE DISTRICT.

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_  
(If student is under 18 years of age)

District Approval Signature \_\_\_\_\_ Date \_\_\_\_\_

## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

### “HIGH RISK ACTIVITY”

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold SAMPLE Unified School District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the Applicant’s use or occupancy of the District’s facilities and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

1. the loss of or damage to any of the District’s facilities including any building, structure, or improvement thereon, or any equipment to be used therein;
2. the injury to or death of any person including, but not limited to, the officers, members, representatives, agents, guests, invitee, and/or employees of the Applicant or of the District; or
3. damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District’s facilities. Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys’ fees imposed or incurred by the District because of the Applicant’s use or occupancy of the District’s facilities and/or active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees.

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Name (Print) and Signature

Date