Optimist Club Members,

Attached is Board Policy C-12, Optimist Club Youth Protection and Waivers you should use when conducting Club projects, programs, and fundraisers. *Policy C-12 provides guidance for our members that interact with the children we serve.*

This policy and the waivers are crucial to protecting yourself and your Club and its members from legal issues that may arise. *We urge your Club leadership team to educate and inform your members of these important concerns and practices while working with youth to protect the children and our members.*
Youth deserve the best that an Optimist Club has to offer. This includes the relationship and interaction between the youth impacted by Optimist Programs and those adults who so generously give of themselves to assure the success of Optimist International. All adults working with Optimist programs for youth (under the age of majority) are expected to read/understand, agree to, and abide by these guidelines. This policy is recommended for all Clubs.

Reporting: All persons involved in an Optimist Club, JOI Club or Optimist Project shall report to local authorities any good-faith suspicion or belief that any child is or has been physically or sexually abused, physically or emotionally neglected, exposed to any form of violence or threat, exposed to any form of sexual exploitation, including the possession, production, or distribution of child pornography, online solicitation, enticement, or showing of obscene material. You may not abdicate this reporting responsibility to any other person.

Investigation of Abuse: Remember that you are not an investigator and that the investigation of allegations of abuse is best left to a trained investigator. Action on reports of suspected child abuse may be facilitated by working through child protective services and law enforcement agencies in your area. Each state has an agency designated to be the central reporting authority for child abuse within that state. The staff of these agencies may be available to provide additional information and training to leaders. Additional sources of assistance can be provided from the National Center on Child Abuse and Neglect (NCCAN); P.O. Box 1182, Washington DC 20013 or the Canadian Centre for Child Protection (CCC), 615 Academy Road, Winnipeg MB R3N 03N. Optimists will not tolerate any form of child abuse in their programs and will take all necessary steps to remove any offenders from leadership positions.

Chaperone: A chaperone shall be defined as an Optimist member, faculty member, parent, legal guardian, or person who is serving in the place of a parent, over the age of twenty-one (21), approved by the school, and registered with and accompanying the youth members at an Optimist Club event.

Alcoholic Beverages: While attending any project, meeting, social event, or other gathering that is conducted for the benefit of youth in attendance, adults are expected to refrain from consumption of alcoholic beverages during any portion of the event.

Use of Tobacco: While attending any project, meeting, social event, or other gathering that is produced primarily by or for the benefit of youth, adults are expected to refrain from the use of tobacco products in the presence of youth.

Overnight stays: While attending an event that requires overnight stay in a hotel or camp/conference setting, adequate adult chaperoning is expected and should include
One-on-one Contact: One on one contact between adults and youth is not permitted. In situations that require personal conferences, the meeting is to be conducted in view of other adults and youths.

A. Social Media: Optimists and/or JOI Advisors may not engage with youths through private online chatting or gaming or any form of one-on-one type of social media, including but not limited to Instagram, Twitter, Facebook, Tumblr, YouTube, LinkedIn, and any other interactive social media platforms. For purposes of this policy, the term "social media" means websites and applications that enable users to create and share content of any kind, type or quality (except texting which is addressed below), or to participate in social networking through online interactions.

B. Texting: Under no circumstances may adults engage in one-on-one text communication applications (such as SnapChat, WeChat, WhatsApp, Facebook Messenger and similar instant messaging apps) that may be utilized to communicate one-on-one with youths during the program; One-on-one with youths is prohibited except in the event of an emergency. Group text of program updates or information may be acceptable.

C. Emails: Emailing one-on-one with youth is prohibited except when Optimist/Directors need to communicate with youths as part of the program application and acceptance process. All other email communications with youth shall be copied to either a parent or other adult Program or project member.

D. Telephone: Private telephone conversations with youths are prohibited except (a) in the event of an emergency or (b) by Program Directors who need to communicate with youths (i) as part of the program application and acceptance process; or (ii) to communicate programmatic information that the youth needs to know in order to participate in the program.

E. Inappropriate use of smart phones, cameras, imaging, or digital devices is prohibited. The use of any device capable of recording or transmitting visual images of youth where privacy is expected is inappropriate and prohibited.

Respect of privacy: Adult leadership needs to respect the privacy of youth in situations (such as changing into swimming suits or taking showers) and intrude only to the extent that health and safety requires. Adult leadership also must protect their own privacy in similar situations.

Separate accommodations: There should be separate shower and restroom facilities for males and females; Separate male and female usage times should be scheduled and posted when separate facilities are not available.
Successful completion of the background check (a "clear check") is based on verification that none of the convictions stated above or similar thereto have been determined for that person. For adults working at the youth events stated above, a clear check is necessary prior to arrival at the event.

Anyone subject to action as a result of a background check should have the right to appeal such action. The Optimist Club’s Board of Directors shall have final authority on the matter.

An individual should receive a copy of his/her background check by requesting it in writing.

(Mar 2012; Jul 2018; Mar 2019)
ADULT VOLUNTEER RELEASE AND WAIVER OF LIABILITY FORM

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the “Release”) executed on this ___ day of ____________, 20___ on behalf of ________________, (the “Volunteer”). The Volunteer releases the Optimist Club of ________________ (the “Nonprofit”), a nonprofit Community Service Club organized and existing under the laws of the United States as a Section 501(c) (4) tax exempt corporation, each of its directors, officers, employees, and agents.

I, the above named Volunteer, do hereby give my consent to participation in all activities of the Nonprofit. The Volunteer understands that the scope of the Volunteer’s relationship with Nonprofit is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; and that Nonprofit will not provide any benefits traditionally associated with employment to Volunteer. The Volunteer desires that the Volunteer engage in activities related to serving or participating in the Nonprofit’s activities as a player, participant or volunteer. The Volunteer is responsible for the Volunteer’s own insurance coverage in the event of personal injury or illness as a result of participation in activities of the Nonprofit.

1. **Waiver and Release**: I release and forever discharge and hold harmless Nonprofit and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the activities as a Volunteer with the Nonprofit, including claims arising out of negligence. I understand and acknowledge that this Release Discharges Nonprofit from any liability or claim that I may have against Nonprofit with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services the Volunteer provides to Nonprofit or occurring while Volunteer is providing volunteer services.

2. **Insurance**: I affirm that I am covered by primary medical insurance and understand that I am responsible for my medical bills if injury occurs. Further, I understand that Nonprofit does not assume any responsibility for or obligation to provide the Volunteer with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of the Volunteer’s injury, illness, death or damage to his or her property. I expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by Nonprofit in the event of such injury or medical expenses incurred by the Volunteer.

3. **Assumption of Risk**: I understand that the services provided by me to Nonprofit may include activities that are inherently dangerous to me, including but not limited to __________________________. I hereby expressly assume the risk of injury or harm to me from these activities and Release Nonprofit from all liability for injury, illness, death, or property damage resulting from the services I provide as a volunteer or occurring while I am participating in events.

4. **Photographic Release**: I, grant and convey to Nonprofit all right, title, and interests in any and all photographs, images, video or audio recordings of the Volunteer or his or her likeness or voice made by Nonprofit in connection with the Volunteer participating in Nonprofit events, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

5. **Medical Treatment**: I, hereby release and forever discharge Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with Nonprofit. I give my consent for the Nonprofit to provide, administer, or obtain medical treatment for me.

6. **Other**: I, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of ___________ and that this Release shall be governed by and interpreted in accordance with the laws of the State of ___________. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I, the above named Volunteer, express my understanding and intent to enter into this Release and Waiver of Liability knowingly and voluntarily.

_________________________  _________________________
Signature                          Date

_________________________
Print Name
MINOR VOLUNTEER RELEASE AND WAIVER OF LIABILITY FORM

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the “Release”) executed on this ___ day of __________, 20__ by _______________, a minor child (the “Participant” or “Volunteer”), and ________________ the parent having legal custody and/or the legal guardian of the Participant or Volunteer (the “Guardian”), releases the Optimist Club of _______________ (the “Nonprofit”) a nonprofit Community Service Club organized and existing under the laws of the United States as a 501c-4 non-profit, each of its directors, officers, employees, and agents.

The Optimist Club and its members are community volunteers and no supervision of any child is provided after scheduled Optimist Club project and sports activities. When an event has ended, the Optimist Club has no liability for any youth Participant or volunteer.

I, the parent or guardian of the above named child, do hereby give my consent to his/her participation in all activities of the non-profit Optimist Club.

I, the parent or guardian of the above named child, do hereby give my consent to his/her participation in all activities of the non-profit Optimist Club.

That the Participant and Guardian desire that the Participant engage in activities related to serving or participating in the non-profit’s activities as a player, Participant or volunteer of the Nonprofit. That the Guardian and Participant is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of participation in activities of the Nonprofit Community Service Club.

1. Waiver and Release: We, the Participant and the Guardian, release and forever discharge and hold harmless Nonprofit and its successors and assigns from any and all liability, claims, and demands of any nature, either in law or in equity, which arise or may hereafter arise from the activities as a Participant or Volunteer with the Nonprofit.

2. We understand and acknowledge that this Release discharges Nonprofit from any liability or claim that we may have against Nonprofit with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services the Volunteer provides to Nonprofit or occurring while Volunteer is providing volunteer services.

3. Insurance: I affirm that the Participant is covered by primary medical insurance and understand that I am responsible for my child’s medical bills if injury occurs. Further, we understand that Nonprofit does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by Nonprofit in the event of such injury or medical expenses incurred by me.

4. Assumption of Risk: As a Participant or volunteer, I hereby expressly assume the risk of injury or harm of my child from these activities and release Nonprofit from all liability for injury, illness, death, or property damage resulting from the services I provide as a volunteer or occurring while my child am participating in events.

5. Photographic Release: I grant and convey to Nonprofit all right, title, and interests in any and all photographs, images, video or audio recordings of me or my likeness or voice (or my child/ward) made by Nonprofit in connection with my (or my child/ward) participating in Nonprofit Optimist Club events.

6. I give my consent for medical treatment of my child/ward by the closest hospital, doctor, or medical facility should injury occur.

7. The Nonprofit Optimist Club is not responsible for any incidents for Participants or others while the Participant is in route or returning from an Optimist activity. Private birthday parties, family outings, children’s parties or other similar events where multiple team members may be present are NOT Optimist events and are NOT the responsibility of the Nonprofit Club.

_________________________  _________________________
Signature: Parent/Guardian  Date

_________________________
Print Name
1/26/2019
PARTICIPANT RELEASE AND WAIVER OF LIABILITY FORM
PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed on this ___ day of __________, 20__, on behalf of __________________, a minor child (the "Participant"), by _____________________, the parent having legal custody and/or the legal guardianship of the Participant (the "Guardian"), releases the Optimist Club of ____________ (the "Nonprofit"), a nonprofit Community Service Club organized and existing under the laws of the United States as a Section 501(c)(4) tax exempt corporation, each of its directors, officers, employees, and agents.

I, the Guardian of the above named Participant, do hereby give my consent to his/her participation in all activities of the Nonprofit. The Participant and the Guardian desire that the Participant engage in activities related to serving or participating in the Nonprofit’s activities as a player or participant. The Participant and the Guardian are responsible for the Participant’s own insurance coverage in the event of personal injury or illness as a result of participation in activities of the Nonprofit.

1. Waiver and Release: We, the Participant and the Guardian, Release and forever discharge and hold harmless Nonprofit and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the activities as a participant with the Nonprofit, including claims arising out of negligence. We understand and acknowledge that this Release Discharges Nonprofit from any liability or claim that we may have against Nonprofit with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Participant’s involvement in the Nonprofit’s activities.

2. Insurance: I, the Guardian, affirm that the Participant is covered by primary medical insurance and understand that I am responsible for the Participant’s medical bills if injury occurs. Further, we understand that Nonprofit does not assume any responsibility for or obligation to provide the Participant with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of the Participant’s injury, illness, death or damage to his or her property. We expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by Nonprofit in the event of such injury or medical expenses incurred by the Participant.

3. Assumption of Risk: We, the Participant and the Guardian, understand that the activities provided by Nonprofit and which the Participant is involved in may include activities that are inherently dangerous to the Participant, including but not limited to _____________________. We hereby expressly assume the risk of injury or harm of the Participant from these activities and Release Nonprofit from all liability for injury, illness, death, or property damage resulting from these activities.

4. Photographic Release: We, the Participant and the Guardian, grant and convey to Nonprofit all right, title, and interest in any and all photographs, images, video or audio recordings of the Participant or his or her likeness or voice made by Nonprofit in connection with the Participant’s involvement in Nonprofit’s events, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

5. Medical Treatment: We, the Participant and the Guardian, hereby Release and forever discharge Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Participant’s activity with the Nonprofit. We give our consent for the Nonprofit to provide, administer, or obtain medical treatment for the Participant.

6. Other: We, the Participant and the Guardian, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of ___________ and that this Release shall be governed by and interpreted in accordance with the laws of the State of ___________. We agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I, the Guardian of the above named Participant, express my understanding and intent to enter into this Release and Waiver of Liability knowingly and voluntarily.

_____________________________  __________________________
Signature of Guardian                  Date

_____________________________
Print Name