



School District of Indian River County

# Special Events Insurance and Loss Prevention Guide

Issued Spring 2020



## **General Information**

In an organization the size of the School Board of Indian River County (SDIRC), it is difficult for the Risk Management department to evaluate all of the risk exposure in Board operations. All activities of the Board's organization involve some level of risk and should be managed to eliminate as much exposure as possible to protect taxpayer assets.

All Vendors providing goods and or services on school Board property are required to provide proof of current insurance accordingly the scope of services being provided. The utilization of school property by individuals, groups or organizations must also provide proof of current insurance accordingly the Facility Use Agreement required for said activities (reference the Facility Use Procedure Manual) before activities are held.

Therefore, all employees, especially Principals and Directors, need to learn how to recognize, evaluate and mitigate risk within their respective schools and operations. A basic understanding of risk is needed to make informed strategic decisions, successfully deliver organizational change and breakdown silo decision-making. Strategic decisions result in increased operational efficiency and can also enhance community support. This guide is intended to:

- Assist Administrators to effectively evaluate and manage the various risks that our Board encounters while attaining the objectives of our Success Plan. Avoiding unnecessary expenses from injuries or property damage, avoiding risk from contractual risk transfer, allowing management to use those resources to achieve better outcomes for our students.
- Administrators are encouraged to use "Risk Informed" (understanding the potential risk using tools in this guide) decision making, balanced with innovation and resources available to plan activities, and/or resolve issues to improve the way we work to achieve educational objectives.
- To establish the context for identifying, analyzing, evaluating, and treating risk associated with a "school sponsored activity" and "non-school sponsored activities" held on SDIRC property and or campus. Guidelines for off campus activities can be found in the Board's Field Trips Guidelines.
- Non-School Sponsored Activities are required to adhere to the procedures found in the SDIRC Facility Use Handbook in addition to this Guide.

Throughout the school year, Special Events both school-sponsored and non-school sponsored are organized for fundraising, student entertainment and enrichment. School sponsored activities may occur during school hours, outside the normal school day, or on or off campus. The Insurance and Loss Prevention Guide for Special Events is designed to assist you in being "Risk Informed" and this resource is to be used in planning special events.

## How to Use This Guide

There are three different categories for events held on school property;

**Red:** Never permitted.

**Yellow:** Permitted with specific documents.

**Green:** Permitted with standard documents.

- 1) Determine the type of activity that most closely fits into the categories listed in this document. If it is not clear or you are not sure, please contact Risk Management for further information.
- 2) Follow this guide for each and every activity that you are planning at any given point in time. Be sure to recognize when new or different hazards may apply to an event.
- 3) For Yellow activities, simply provide the required documents as noted in the appropriate section to the school principal and Risk Management. The school should maintain a copy of the completed documents in accordance with the records retention policy.
- 4) Green activities require standard documentation, proceed with caution.
- 5) **Red** activities are **NEVER permitted**. Do not allow these activities to be held at any time or any other location, not even off campus.
- 6) The Appendices attached to this document may need to be completed. Depending on the activity and the participants, more than one of the forms may need to be completed.
- 7) For events and activities that require Risk Management approval, send the required completed forms for the activities that you want to hold to your school principal AND Risk Management no less than two (2) weeks prior to the event.
- 8) For events and activities that require Risk Management approval, submit the request prior to signing any contractual agreements or purchase orders, purchasing or renting equipment or obtaining services.
- 9) **Under no circumstances should any school-based organization or school Administrator sign a Hold Harmless/Indemnity Agreement, contract, lease, or event rental agreement without advance written approval from the School Board attorney and or Risk Management. The School Board of Indian River County should not agree to be held responsible for liability to the vendor. Review all contractual agreements including memos of agreement or understanding very carefully and seek advice from the School Board attorney and or Risk Management prior to signing. Vendors who conduct activities at the request of the School Board of Indian River County are required to sign the Hold Harmless Agreement and provide the necessary Proof of Insurance.**
- 10) Contracts, Leases and Agreements (including an Event Rental Agreement and Vendor quotes and or Vendor agreements for goods and or services):

A. The Superintendent has authorization to sign contracts under \$50,000 pursuant to School Board Policy 6320. Administrative staff DO NOT have the authority to sign contracts, agreements or leases unless expressly written and authorized to do so by the Superintendent. All contracts, agreements and leases shall be reviewed by the School Board Attorney and Risk Management. Prior to signing you must confirm:

- The contracting party should be the School Board of Indian River County, **not the school site**.
- Don't sign anything that makes the person signing individually responsible or liable.
- Carefully review any Events Detail Sheet to make sure there are no surprises.
- Utilize Form # 1329 "Special Event Questionnaire" to plan your event properly and assure that you have addressed the risks associated with your event.
- We cannot agree to hold any entity harmless for the facilities and the property;
  - these clauses should be part of the attorney review.
- Follow your "Chain of Command" for review and approval before signing ANY
  - contract, lease or agreement for services.

**The purpose of this section is to reaffirm with the school sites that review of these types of contracts by both the School Board Attorney and Risk Management is important in limiting our collective risk. In other words, get legal review and authorization before YOU sign.**

11) These rules include but are not limited to the following school board policy:

- |                             |  |
|-----------------------------|--|
| <a href="#"><u>5830</u></a> | <a href="#"><u>Student Fund Raising</u></a>  |
| <a href="#"><u>8390</u></a> | <a href="#"><u>Use of Facilities</u></a>   |
| <a href="#"><u>8390</u></a> | <a href="#"><u>Animals on Board Property</u></a>                                       |
| <a href="#"><u>6320</u></a> | <a href="#"><u>Purchasing and Contracting for Goods, Services and Construction</u></a> |

As with any event, it is important to determine if the activity is an official School Board of Indian River County event that is sponsored, planned and controlled by the District. Questions that must be asked include:

- a. Who will be leading, organizing and/or controlling the event?
- b. Who will benefit from the event?
- c. Will any Board employee be compensated by the participants?
- d. Will Board employees be acting in their official capacity as a Board employee, or are they individually volunteering?

**Activities and events that are sanctioned and approved by the School Board of Indian River County, (SDIRC) must sponsored by an employee of SDIRC, approved by the school Principal and or Department Director and be limited to support specific curriculum-related projects and activities.** Non-School Sponsored Activities are required to adhere to the procedures found in the SDIRC Facility Use Handbook in addition to this Guide. Guidelines for off campus activities can be found in the Field Trips Guideline book.



Green light GO, Yellow Light, Caution, Red light, NO.

In order to make the content easy to understand, examples of school activities have been divided into three categories; Green Light activities (Go!), Yellow Light (Allowed with Conditions) and Red Light (Not Allowed) !

Green Light  
GO

Approved activities and events are listed on the GREEN pages of this guide.



Yellow Light  
Caution



Occasionally, schools and school based organizations want to sponsor activities that may require additional insurance coverage, waivers of liability and a certificate of insurance. Schools, PTA's and PTO's must adhere to any special arrangements and conditions. **All** School Sponsored Activities are required to adhere to the procedures found in the SDIRC Facility Use Handbook in addition to this Guide. Risk Management may require the event sponsor (i.e. PTA, PTO) to complete a Special Event Questionnaire designed to help assess the risk(s) involved with any Special Events on Board property.

Red Light

NO



**Certain activities and events that are prohibited.**

Certain activities and events are **PROHIBITED**. In order to minimize risk exposure, the School Board of Indian River County has deemed certain activities prohibited because they are dangerous and jeopardize the safety of our students and or our communities. Such activities may also jeopardize the financial strength of the School Board's insurance program diverting resources that may otherwise be available for student achievement.

**Due to the inherent dangers posed by mechanical rides, no school or school based organization is permitted to allow any mechanical rides on School Board property or at any school sponsored activity for any activities whatsoever.**

## **Prohibited Red Light Activities**

**(These Activities Are Not Allowed Even If The Vendor Has Its Own Insurance)**

- Alcohol Sales, Possession, or Consumption
- Aircraft or helicopter rides or demonstrations
- Animal Rides of any kind
- Archery of any kind
- Bounce Houses
- Bungee Jumping
- Donkey Baseball/Basketball
- Drones except when in compliance with FAA Rules (see limitations in **Yellow** section)
- Dunk Tanks of any sort
- Fireworks including sky lanterns
- Flaming Baton Twirling
- Fog Machines
- Hot Air Balloons/Balloon Rides (on ground or in the air)
- Human Cannon Balls (or any variation)
- Inflatables (of any kind)
- Mechanical Rides of any sort whatsoever
- Monster Trucks
- Paint Ball Games
- Pyrotechnics
- Slam Dancing (Moshing, Stage Diving)
- Trampolines
- Watercraft (except commercial craft 26 feet or more operated by a qualified vendor with evidence of insurance)
- Zip Lines



## **Prohibited Red Light WATER-Related Activities**

- Airboat
- Banana boat ride
- Big Wave Surfing
- Body boarding and boogie boarding
- Cave Diving
- Cliff Jumping
- Diving Boards
- Diving, SCUBA, SNUBA, HOOKAH System, and Third Lung Diving
- Fishing (Saltwater nor Freshwater)
- Hot tubs/Jacuzzi
- Inflatable water activities (such as inflatable pools, water slides)
- Jet Ski
- Kayaking, canoeing, and paddle boarding
- Motorized Watercraft (except commercial craft 26 feet or more operated by a qualified vendor with evidence of insurance, proper license and USCG Auxiliary safety inspections, proper first aid, safety equipment and life guards)
- Parasailing
- Surfboarding
- Tubing behind a boat
- Water Catapults or Aqua jumps
- Water Jet Packs
- Water Parks
- Water Skiing
- Water Walking (inside a ball)
- White Water Rafting
- **This list is not all inclusive, as new rides and events are continually created. Call Risk Management if an event is not listed and there is a question of whether the event is allowed.**

## Yellow Light Activities

Occasionally, schools or school-based organizations want to sponsor activities that may require additional insurance coverage, waivers of liability and certificates of insurance. Organizers allowing **YELLOW** light activities must strictly adhere to these guidelines and/or other special arrangements. All conditions must be met before undertaking any activities listed on the **YELLOW conditions** sheet. Risk Management must be consulted as well as the School Board's insurance broker. Remember to reference the Facility Use Handbook as well.

**Under no circumstances should any school-based organization or school Administrator sign a Hold Harmless or Indemnity Agreement without the written approval from the School Board attorney. The School Board of Indian River County shall not agree to be held responsible for liability to the vendor. Review all contractual agreements including memos of agreement or understanding very carefully and seek advice from the School Board Attorney's Office or Risk Management prior to signing. All Vendors are required to sign the standard Hold Harmless Agreement and provide the necessary Proof of Insurance before the event is scheduled.**

## List of Yellow Light (Caution) Activities

(The conditions listed adjacent to each activity refer to the **CONDITION(S)** that **must** be met prior to a School or school-based organization agreeing to sponsor an activity or event)

<b>Activity</b>	<b>Conditions</b>
<b>After Prom Event</b>	<ol style="list-style-type: none"><li>1) Call Risk Management Department at (772) 564-3130, with details of the event. A Special Event Questionnaire, (Appendix A) may be required.</li><li>2) Field Trip procedures employed.</li></ol>
<b>Animals on District Property</b>	<ol style="list-style-type: none"><li>1) Reference School board policy 8390, Animals on District Property.</li><li>2) Call Risk Management Department at (772) 564-3130, with details of the event. A Special Event Questionnaire, (Appendix A) may be required.</li><li>3) Employ applicable field trip procedures (parental permission slips, etc.)</li></ol>

<p style="text-align: center;"><b>Athletic or Sports/Summer Camps</b></p>	<ol style="list-style-type: none"> <li>1) Call the School Board's Risk Department at (772) 564-3129, with details of the event. A Special Event Questionnaire (Appendix A) may be required to be completed.</li> <li>2) If a School or School Based Organization chooses to sponsor allowable activities or events that the School Board's Vendor Liability Insurance has excluded from coverage (i.e. Athletic Events or Sports Camps) the Vendor or school-based organization must purchase the necessary commercial general liability and additional participant liability insurance for that activity, and the School Board of Indian River County must be named as an Additional Insured.</li> <li>3) Parents, teachers and the general public who participate must sign a Participants Waiver for themselves. The requirements are; a) pre-determined course b) proper supervision-security or police in place c) water stations d) signed waivers (Appendix F).</li> <li>4) Vendor Athletic Activities are excluded under the Board's Liability Policy.</li> <li>5) Complete the Facility Use Guide requirements.</li> </ol>
<p style="text-align: center;"><b>Babysitting at School or School sponsored events</b></p>	<ol style="list-style-type: none"> <li>1) Babysitting that is allowed is at school-based organization meetings where parents are continually on campus AND the following conditions are present:</li> <li>2) The babysitters do not change diapers.</li> <li>3) There are always at least two unrelated adults (18 years or older in attendance).</li> <li>4) Coffee and other hot fluids are kept outside of the babysitting room or area.</li> </ol>

<p align="center"><b>Bingo and Raffles</b></p>	<ol style="list-style-type: none"> <li>1) Bingo and Raffles; refer to school board policy 5830. Schools are not permitted to sponsor raffles or games of chance. However;</li> <li>2) PTA/PTO/Booster Clubs may hold raffles subject to the rules outlined in School Board Rule 5830.</li> <li>3) Reference the Facility Use Handbook.</li> <li>4) Consult local government for ordinances.</li> </ol>
<p align="center"><b>Camps or Outdoor Enrichment and Science Not athletic or Sports Camps</b></p>	<ol style="list-style-type: none"> <li>1) Call the School Board's Risk Department at (772) 564-3129, with details of the event. A Special Event Questionnaire (Appendix A) may be required to be completed.</li> <li>2) Reference the Facility Use Handbook.</li> </ol>
<p align="center"><b>Car Wash</b></p>	<ol style="list-style-type: none"> <li>1) When holding car wash fund raisers, the owner must move the vehicle.</li> <li>2) Individuals washing cars should not wear belts or other clothing or jewelry that may scratch the vehicle.</li> <li>3) Ensure that the activity does not involve standing in roadways or medians (refer to school board policy 5830).</li> <li>4) Shoes must always be worn. Climbing on vehicles is to be avoided.</li> <li>5) Field Trip Guidelines are to be followed.</li> </ol>
<p align="center"><b>Carnivals with Amusement Vendors</b></p>	<ol style="list-style-type: none"> <li>1) Call the School Board's Risk Department at (772) 564-3129, with details of the event. A Special Event Questionnaire (Appendix A) will be required to be completed.</li> <li>2) Facility Use Agreement procedures are to be followed.</li> <li>3) No dunk tanks.</li> <li>4) No mechanical rides.</li> </ol>
<p align="center"><b>Climbing Walls</b></p>	<ol style="list-style-type: none"> <li>1) See Rock Climbing Walls, Appendix D.</li> </ol>

<p><b>Craft Fairs, Holiday Boutique and Swap Meetings (Run by outside Vendor/Service providers).</b></p>	<ol style="list-style-type: none"> <li>1) Call the School Board's Risk Department at (772) 564-3129, with details of the event. A Special Event Questionnaire (Appendix A) will be required to be completed.</li> <li>2) Facility Use Agreement procedures are to be followed.</li> </ol>
<p style="text-align: center;"><b>Activity</b></p>	<p style="text-align: center;"><b>Conditions</b></p>
<p style="text-align: center;"><b>Drones</b></p>	<ol style="list-style-type: none"> <li>1) Drone flights will be approved for agriculture, research and development, educational and academic use, powerline, pipeline and antenna inspections. They also include aiding certain rescue operations, bridge inspections, aerial photography and wildlife nesting area evaluations.</li> <li>2) Register UAS that weigh less than 55 lbs. and more than 0.55 lbs. online</li> <li>3) Permitted drones are those that weigh less than 55 pounds (25 kg) and fly up to 400 feet (122 m) high and 100 miles per hour (161 km per hour)</li> <li>4) Drones must fly within sight of an operator and not over people.</li> <li>5) Drones are not permitted to fly at night unless they have special lighting.</li> <li>6) Drones must stay at least 5 miles (8 km) away from airports unless prior notification is provided to the airport and air traffic control.</li> <li>7) Drone operators must be at least 13 or 16 years</li> </ol>

<p style="text-align: center;"><b>Food Trucks</b></p>	<ol style="list-style-type: none"> <li>1) Facility Use Agreement procedures are to be followed</li> <li>2) Call the School Board's Risk Department at (772) 564-3129, with details of the event. A Special Event Questionnaire (Appendix A) will be required to be completed</li> <li>3) Obtain a Certificate of Insurance (Appendix E Sample) from the vendor/service provider and an endorsement naming School Board of Indian River County as Additional Insured on the policy.</li> <li>4) The vendor/service provider must also sign a Hold Harmless Agreement (Appendix B). The Hold Harmless Agreement spells out the insurance requirements for the vendor/service provider.</li> <li>5) A copy of the food truck vendor's most recent Department of Health Inspection Certification must be submitted to the Risk Management office.</li> <li>6) Must comply with all Department of Health requirements.</li> </ol>
<p style="text-align: center;"><b>Go-Carts and Soap Derbies</b></p>	<ol style="list-style-type: none"> <li>1) Obtain a Certificate of Insurance (Appendix E Sample) from the vendor/service provider and an endorsement naming School Board of Indian River County as Additional Insured on the policy. The vendor/service provider must also sign a Hold Harmless Agreement (Appendix B). The Hold Harmless Agreement spells out the insurance requirements for the vendor/service provider. Advise the vendor to give a copy of the hold harmless agreement to their insurance broker.</li> <li>2) School or School-based organizations should obtain some type of written document outlining what is being purchased. You must email a copy of the contract to the Risk Department. Legal review is recommended.</li> <li>3) Facility Use Agreement procedures are to be followed.</li> </ol>

**Hayrides**  
**(Provided by an outside**  
**Vendor/Service provider)**

- 1) Complete the facility use procedures. (see Facility Use Guide).
- 2) Obtain a Certificate of Insurance (Appendix E Sample) from vendor/service provider and an endorsement naming the School Board of Indian River County as an Additional Insured on the policy. The vendor/service provider must also sign a Hold Harmless Agreement (Appendix B). The Hold Harmless Agreement spells out the insurance requirements for the vendor/service
- 3) Advise your vendor to give a copy of the agreement to their insurance broker. If the School or School-based organization is required to sign a contract by the vendor/service provider, you must FAX or email a copy of the contract to the Risk Department at (772) 564-3129 two weeks prior to the event date.



<p style="text-align: center;"><b>Helmet Fairs</b></p>	<ol style="list-style-type: none"> <li>1) If the School or school-based organization sponsors a helmet fair does not accept payments for the helmets. Payment for purchases must be made directly to the vendor.</li> <li>2) Facility Use Agreement is required.</li> <li>3) No used helmets.</li> </ol>
<p style="text-align: center;"><b>Jog-a-thon, Relay for Life, Walk-a-thon</b></p>	<ol style="list-style-type: none"> <li>1) Jog-a-thon or Walk-a-thons need no additional liability insurance, however, Parents, teachers and the general public who participate must sign a Participants Waiver for themselves. These are the requirements a) pre-arranged course b) proper supervision-security or police in place c) water stations d) signed waivers.</li> <li>2) Ensure that the activity does not involve standing in roadways or medians (Reference School Board policy 5830).</li> </ol>
<p style="text-align: center;"><b>Litter and Beach Clean-up</b></p>	<ol style="list-style-type: none"> <li>1) Follow Field Trip Guidelines.</li> <li>2) Adequate supervision must be provided.</li> <li>3) Reflective vests and rubber gloves must be used.</li> <li>4) Ensure that the activity does not involve standing in roadways or medians.</li> </ol>

<p><b>Opportunity Drawing Tickets</b></p>	<ol style="list-style-type: none"> <li>1) Bingo and Raffles; refer to School Board Policy 5830.</li> <li>2) Please consult local government for ordinances.</li> </ol>
<p><b>Project Graduation</b></p>	<ol style="list-style-type: none"> <li>1) Call the School Board's Risk Department at (772) 564-3129, with details of the event. A Special Event Questionnaire (Appendix A) will be required to be completed.</li> <li>2) Obtain a Certificate of Insurance (Appendix E Sample) from Event Planner or vendor/service provider and an endorsement naming the School Board as Additional Insured on the policy. The vendor/service provider must also sign</li> <li>3) Execute the Hold Harmless Agreement (Appendix B). The Hold Harmless Agreement spells out the insurance requirements for the vendor/service provider.</li> <li>4) Advise the vendor to give a copy of the hold harmless agreement to their insurance broker.</li> <li>5) If a School or School Based Organization chooses to sponsor allowable activities or events that the School Board's Vendor Liability has excluded (Athletic Events or high hazard) the School Based Organization must purchase the necessary additional commercial general liability and participant liability insurance for that activity, and the School Board of Indian River County must be named as Additional Insured.</li> </ol>

<p style="text-align: center;"><b>Slip and Slides</b></p>	<ol style="list-style-type: none"> <li>1) Limited to grades K-5.</li> <li>2) A completed Form #1277 Participation Waiver is required for each student.</li> <li>3) Follow Field Trip Guidelines.</li> </ol>
<p style="text-align: center;"><b>Snack Food Concession - Hired</b></p>	<ol style="list-style-type: none"> <li>1) Facility Use Agreement required (see Facility Use Guide).</li> <li>2) Complete formal SDIRC standard legal agreement and obtain legal review.</li> <li>3) Obtain a Certificate of Insurance (Appendix E Sample) and an endorsement naming the School Board of Indian River County as Additional Insured on the policy.</li> <li>4) The vendor/service provider must also sign a Hold Harmless Agreement (Appendix B).</li> <li>5) The Hold Harmless Agreement spells out the insurance requirements for the vendor/service provider. Advise the vendor to give a copy of the hold harmless agreement to their insurance broker.</li> <li>6) Call the School Board's Risk Department (772) 564-3129 with details of the event. A Special Event Questionnaire (Appendix A) may be required to be completed.</li> <li>7) This activity shall not conflict with School Food Service.</li> <li>8) A copy of the Vendor's most recent Department of Health Inspection Certification must be submitted to the Risk Management office.</li> <li>9) Must comply with all Department of Health requirements.</li> </ol>

<p><b>Swimming and Snorkeling</b></p>	<ol style="list-style-type: none"> <li>1. Certified Lifeguard required for all swim events along with adequate supervision.</li> <li>2. Adhere to all posted warnings for participation in the event.</li> <li>3. Employ Field Trip Procedures.</li> </ol>
<p><b>Transportation – Other Than School Provided Transportation or Charter Bus (limousines, etc.)</b></p>	<p><b>Risk management does not recommend the transporting of students in private vehicles for school related activities.</b></p> <ol style="list-style-type: none"> <li>1. Per School Board Policy 8660, Transporting Students by Alternative Vehicles. Private Vehicle Transportation, limits use of private transportation for students to vehicles designed for 7 or less occupants.</li> <li>2. Per Florida law, the driver’s auto insurance is primary.</li> <li>3. The driver must provide a copy of the driver’s license and Certificate of Insurance with at least \$500,000 combined single limit, or \$100,000 per person and \$300,000 per accident in Auto Liability coverage to the Risk Management department.</li> <li>4. Parents must be notified that Transportation is not via a school provided vehicle on the Field Trip Permission Slip.</li> <li>5. Employ Field Trip Procedures.</li> </ol>
<p><b>Transportation –Charter Bus (limousines, etc.)</b></p>	<ol style="list-style-type: none"> <li>1. School officials must utilize the standard Charter bus agreement form available from the Risk Management Dept.</li> <li>2. Charter bus insurance requirements are identified in the agreement.</li> <li>3. Obtain a copy of the Charter Bus company’s Certificate of Insurance as required in the agreement.</li> <li>1. Submit the executed Charter bus agreement and the company’s Certificate of Insurance as required in the agreement to the Risk Management department for approval.</li> <li>2. Employ Field Trip Procedures.</li> </ol>

## Virtual Realities

1. Facility Use Manual referenced.
2. Field Trip Guide referenced.
3. Obtain a Certificate of Insurance (Appendix E Sample) and an endorsement naming the School Board of Indian River County as Additional Insured on the policy.
4. The vendor/service provider must also sign a Hold Harmless Agreement (Appendix B). The Hold Harmless Agreement spells out the insurance requirements for the vendor/service provider.
5. Obtain Certificate of Insurance from the Vendor.
6. Advise the vendor to give a copy of the hold harmless agreement to their insurance broker.
7. Call the School Board's Risk Department (772) 564-3129 with details of the event. A Special Event Questionnaire (Appendix A) may be required to be completed.

## Green Light Activities

Under no circumstances should any school based organization or Board Administrator sign a Hold Harmless or Indemnity Agreement without the written approval from Risk Management or School Board Attorney. The School Board of Indian River County should not agree to be held responsible for liability to the vendor. Review all contractual agreements including memos of agreement or understanding very carefully and seek advice from the School Board Attorney's Office and Risk Management prior to signing. Vendors for these activities are still required to sign the Hold Harmless Agreement and provide the necessary Proof of Insurance.

After-School Treats	Food Sales (Prepackaged)	Reading Night
Apple Bobbing	Football throw through target	Ring Toss
Art & Craft Activities	Gift Wrap/Wrapping Sales	Roll Reversal Plays
Auction/Silent Auction	Golf Tournament	Rummage Sales (All receipts go to PTA)
Bike Display & Bike Rodeo	Greeting Card Sales	Scarecrow Competition
Book Fair	Haunted House	School Play
Bowling	Hobby Shows	Science Fair
Broom Hockey	Ice Cream Socials	Silhouettes
Cake Walks	I.D. Bracelets	Skate Night
Calendar Sales	Karaoke	Snack Food Sales
Candy Sales (no home-made food items)	Laser Tag	Snow Day
Carnivals without Powered Rides and Amusement Vendors (refer to Yellow list)	Leg-A-Thon	Spelling Bee
Christmas Tree and Wreath	Line Dancing	Sponge Toss using goggles

Sales (No cutting)		
Colored Sand Painting	Fashion Sales	
Cookbook Sales	Magazine Sales	
Cooking Classes	Magic Shows	
Costume Carnival Costume Rentals	Math Fair	
Fish Ping Pong	Mouse Trap Maze	
Craft Fairs, Holiday Boutique and Swap Meets (operated by PTA members with all receipts going to PTA)	Popcorn Sales	Plant Boutiques
DJ's with standard SDIRC contract.	Movie Night	Pizza Night
Dancers and Dance Revolution	"Nerf" Bow and Arrow	Storytellers/Performers
Dinner (pasta, international, BBQ, etc.)	Parent Education Workshops	T-shirt Sales
Enrichment – Academic only (refer to exclusions on Red Light list)	Pee Wee Golf	Talent Shows
Egg Toss	Performing Arts	Water Balloon Toss
Face Painting	Pencil Sales	Water Bottle Sales
Family Portraits with standard SDIRC contract.	Picnic Type Games	Yearbook Sales with standard SDIRC contract.

## **Appendices**

<b>Appendix A</b>	<b>.....Special Event Questionnaire (SDIRC Form #1329)</b>
<b>Appendix B</b>	<b>.....Hold Harmless Agreement (SDIRC Form #1330)</b>
<b>Appendix C</b>	<b>.....Dunk Tanks or other Amusement Type Equipment</b>
<b>Appendix D</b>	<b>.....Rock Climbing Walls or other Similar Equipment</b>
<b>Appendix E</b>	<b>.....Certificate of Liability Insurance (Sample)</b>
<b>Appendix F</b>	<b>.....Participation Waiver-Students (SDIRC Form #1277)</b>
<b>Appendix G</b>	<b>.....Participation Waiver-Adults (SDIRC Form #1277A)</b>



**APPENDIX A**

**SCHOOL BOARD OF INDIAN RIVER COUNTY  
SPECIAL EVENT QUESTIONNAIRE**

*(Complete when a SDIRC -Sponsored Event is being held on or off School Board property)*

Name of School/PTA/PTO, Booster Club: \_\_\_\_\_

Website address (if applicable to event): \_\_\_\_\_

**1. DESCRIPTION OF EVENT** (attach any flyers, brochures, drawings, layout, etc.):

Date(s) of Event: \_\_\_\_\_

Maximum daily attendance: \_\_\_\_\_ Total estimated attendance: \_\_\_\_\_

Length of event: \_\_\_\_\_ Estimate age group of audience: from \_\_\_\_\_ to \_\_\_\_\_

Will the event be run through internal funds at the school? YES or NO

Will the parents of participants under 18 be required to sign waiver of liability agreements? YES or NO

**2. APPLICANT'S EXPERIENCE** in conducting events of this or similar nature: \_\_\_\_\_

Is the applicant an Event Planner? .....Yes or NO

**3. RIDES:**

Will rides be provided? .....Yes or No

If Yes, Type of rides? \_\_\_\_\_

Will ride operators hold applicant and Board harmless? .....Yes or No

Does applicant have certificates of insurance from the ride vendors? .....Yes or No

Will the Rides be inspected? .....Yes or No

Do rides have signs clearly marking age, height, and size limitations? .....Yes or No

Will applicant be in compliance with state laws regulating amusement ride inspections (if applicable)?  
.....Yes or No

**Note: Due to the inherent dangers posed by mechanical rides, no school or school organization is permitted to allow any mechanical rides on School Board property or at any school sponsored activity for any activities whatsoever**

**4. ENTERTAINMENT:**

Will live entertainment be provided? .....Yes or No

If yes, describe: \_\_\_\_\_

If a concert, type of music, i.e. gospel, classical: \_\_\_\_\_

Any special effects for the concert? \_\_\_\_\_

**5. RUNNING/WALKING/BICYCLE EVENT:**

Will ride event organizer hold applicant and Board harmless? .....Yes or No

Does the event organizer have certificates of insurance? .....Yes or No

Is the event route free of hazards and clearly marked? ..... Yes or No

Will all pedestrians and vehicular traffic be separated and/or rerouted? ..... Yes or No

Will law enforcement provide safety/security? ..... Yes or No

**6. PROJECT GRADUATION, PROMS AND DANCES:**

Are students allowed to leave and return? ..... Yes or No

What activities are being planned for the event? \_\_\_\_\_

**7. ANIMALS OR REPTILES:**

*(Event shall be in compliance with School Board Rule 8390 Animals on Board Property)*

Will there be any animals or reptiles at the event? ..... Yes or No

If so, list; \_\_\_\_\_

Are all animals insured against third-party liability claims by the owner? ..... Yes or No

If yes, what is the minimum liability limits required of the owners: \_\_\_\_\_

**8. TRAFFIC AND CROWD CONTROL:**

Who is responsible for crowd and traffic control? \_\_\_\_\_

What is the expected number of attendees including staff? \_\_\_\_\_

Are Crowd Managers being provided for crowds in excess of 250? \_\_\_\_\_

How many Certified Crowd Managers will be provided? \_\_\_\_\_

Are parking areas properly designated? \_\_\_\_\_

Will there be adequate parking? \_\_\_\_\_

**9. FIRST AID:**

Will first aid facilities be available for the event? .....Yes or No

Will the schools AED(s) be available for event participants? .....Yes or No

Will certified Board staff be on site in the event of AED operations? .....Yes or No

**10. HOLD HARMLESS AND INSURANCE REQUIREMENTS:**

If the sponsor of the event is not the school, does the sponsor have liability insurance?..Yes or No

Pre-approved by Risk Management? .....Yes or No

Is the sponsor held harmless by other through a contractual arrangement? .....Yes or No

Does the sponsor/vendor agree to hold the Board harmless? .....Yes or No

(The School Board of Indian River County shall be listed as Additional Insured on all general liability certificates of insurance.)

Will any vendor be providing staff for operation and supervision of equipment?..... Yes or No

If yes, vendor shall provide sponsor with proof of workers' compensation insurance coverage certificate in the amount of Florida statutory coverage requirements.

Will the vendor be bringing motorized vehicles licensed for road use on campus? ..... Yes or No

If yes, vendor shall provide sponsor with proof of State required automobile insurance coverage.

**11. Law Enforcement:**

Certain events may require Law Enforcement presence. Contact the Director of Safety and Security for guidance and coordination.

Completed By

\_\_\_\_\_  
(Name and Date)

\_\_\_\_\_  
(Signature and Date)

**APPENDIX B**  
SCHOOL BOARD OF INDIAN RIVER COUNTY  
HOLD HARMLESS AGREEMENT  
FOR VENDORS/SERVICE PROVIDERS  
(without a formal SDIRC contract or agreement for services.)

**HOLD HARMLESS AGREEMENT AND INSURANCE REQUIREMENTS**

In order for the School Board to be protected from damages to or caused by each Vendor/Service Provider, the Vendor must sign the Hold Harmless Agreement Appendix B. Each Vendor/Service Provider must also comply with the Insurance Requirement as listed in the Hold Harmless Agreement.

School Based organizations (third-party) are required to have their own general liability insurance. Each PTA should have acquired commercial general liability insurance. School sites should acquire a certificate of insurance from the school based organizations and have the School Board of Indian River County listed as Additional Insured. Provide the copies of the certificates to the Risk Management Department in accordance with the SDIRC Facility Use Guide.

**Insurance Requirements:** A **current** Certificate of Insurance showing policy limits and the Additional Insured endorsement listing the School Board of Indian River County to the policy **MUST** be submitted with your contract or lease agreement. Failure of Vendor/Service Provider to keep the required insurance policies in full force and effect during the work covered by this agreement shall constitute a breach of this agreement

- (a) Workers' Compensation Insurance. Required if you have employees engaged in the performance of work under this agreement.
- (b) Commercial General Liability. Required \$1,000,000 per occurrence and a \$2,000,000 Aggregate. This policy shall cover all risks, the contractual liability assumed by vendor/concessionaire/service provider under the indemnification provision set for in the agreement, and include Bodily Injury, Property Damage, Personal Injury. Coverage for Sexual Abuse and Molestation must be included in the commercial general liability insurance and/or an endorsement must be attached to the certificate of insurance.
- (c) Automobile Liability Insurance. Required only if transporting students or if you are bringing automobiles onto Board property at the event. \$500,000 combined single limit, or \$100,000 per person and \$300,000 per accident limit is required.

I/We \_\_\_\_\_ (name of the vendor / service provider) shall save, defend, indemnify, and hold harmless, the School Board of Indian River County, including all officers, directors, instructors, support staff and volunteers with respect to my/our liability for "bodily injury," "property damage" or "personal and advertising injury" caused by my/our acts or omissions for the acts or omissions of those acting on my/our behalf:

- i. In the performance of my/our ongoing operations; or

- ii. In the sale or distribution of my/our products; or
- iii. In connection with my/our property or premises rented to you.
- iv. In following, all requirements of the School Board "Use of Facilities" Policy # 7510.

**WAIVER OF SUBROGATION:**

In the event of loss, damage or injury to the Vendor and/or the Vendor's property, the vendor shall look solely to any insurance in its favor without making any claim against the Purchaser. The Vendor hereby waives any right of subrogation against the Purchaser or the School Board of Indian River, for loss, damage or injury within the scope of the Performer's insurance, and on behalf of itself and its insurer, waives all such claims against the Purchaser and the School Board of Indian River County.

NOTE: The terms and conditions of this agreement shall apply with respect to Vendor's, Concessionaire's and or Service Provider's operations for any school or ancillary owned by the School Board of Indian River County.

Vendor, Concessionaire, Service Provider name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

School Official Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Submit executed copy by email to: [Dist.CO.RiskManagementIncidents@indianriverschools.org](mailto:Dist.CO.RiskManagementIncidents@indianriverschools.org)

**APPENDIX C**  
**AMUSEMENT TYPE EQUIPMENT**

**(All equipment should be set up according to the manufacturer's recommendations)**

**The vendor shall:**

1. Adhere to the equipment's maximum weight limitation in operation that must be maintained during use according to manufacturer's specifications.
2. Inspect the tie down or set up details to make sure the unit is securely fastened to the ground. These areas may require a minimum safe distance from any passersby and the vendor must provide details regarding safe distances.
3. Provide trained employees to supervise all students and participants when using the equipment and provide details to trained employees on how to properly supervise children when in, on, or around the equipment. The vendor should make sure those providing supervision are doing so according the manufacturer's recommendations.
4. The vendor should, after set up, be the sole operator of the equipment from start to finish. The only individual authorized to operate the vendor's equipment or verify students are safely participating in the unit prior to and/or during operation is the vendor or vendor's employees.
5. Complete a facility use agreement form listing their equipment as well as complete Hold Harmless Agreement found in this manual and provide it to the school, PTO/PTA/Booster Club, or Facility User.
6. Provide school, PTO/PTA/Booster Club or Facility User with a certificate of insurance with at least \$1,000,000 per occurrence and \$2,000,000 general aggregate in general liability coverage and at least statutory limits for Workers' Compensation Coverage. The certificate shall name the School Board of Indian River County as additional insured to the General Liability policy.
7. **Not require any student, participant, or the school to sign a waiver of liability.**

**The school, PTO/PTA/Booster Club or Facility User shall:**

1. Complete the facility use procedures. (see Facility Use Guide).
2. Obtain Form #1277A Participation Waiver-Adults

3. Carefully view and observe the equipment for any potential safety issue. This could include rusted gearings, equipment that fails to operate properly, metal areas that could expose people to injury, rust, and tears in the seating area, filth, or unkempt issues. Prior to use the vendor should repair and/or clean these areas to your satisfaction. If the items cannot be repaired or cleaned the equipment cannot be used.
4. Obtain all the documents listed above.
5. Once the vendor sets up the equipment, the vendor shall actively supervise students or participants waiting to utilize the equipment, which includes making sure maximum occupancy is not violated.
6. Send the Risk Management Department the original copy of the Facility use agreement form, certificate of insurance, and Hold Harmless Agreement at least fourteen (14) days prior to the event to obtain approval before the event.

## APPENDIX D

### ROCK CLIMBING WALLS OR OTHER SIMILAR EQUIPMENT

**All equipment should be set up according to the manufacturer's recommendations)**

#### **The vendor shall:**

1. Adhere to the equipment's maximum weight limitation in operation that must be maintained during use.
2. Inspect the tie down or set up details to make sure the unit is securely fastened to the ground. These areas may require a minimum safe distance from any passerby and the vendor must provide details regarding safe distances around the equipment that participants or spectators must stand.
3. Provide trained employees to supervise all students and participants when using the equipment and provide details to trained employees on how to properly supervise children when in, on, or around the equipment. The vendor should make sure those providing supervision are doing so according the manufacturer's recommendations.
4. Be the sole operator of the equipment from start to finish. The only individual authorized to operate the vendor's equipment or verify students are safely harnessed in the unit prior to and/or during operation is the vendor or vendor's employees.
5. Complete a facility use agreement form listing their equipment as well as complete Hold Harmless found in this manual and provide it to the school, PTO/PTA/Booster Club, or Facility User.
6. Provide school, PTO/PTA/Booster Club or Facility User with a certificate of insurance with at least \$1,000,000 per occurrence and \$2,000,000 general aggregate in general liability coverage and at least statutory limits for Workers Compensation Coverage. The certificate shall name the School Board of Indian River County as additional insured to the General Liability policy.
7. **Not require any student, participant, or the school to sign a waiver of liability.**

#### **The school, PTO/PTA/Booster Club, or Facility User shall:**

- a. Complete the facility use procedures. (see Facility Use Guide).
- b. Obtain Form #1277 fully completed by the parent or legal guardian of the participant. Carefully view and observe the equipment for any potential safety issues or other similar unkempt issues that could expose students or others to injury. Prior to use the vendor should repair and/or clean observed safety issues to your satisfaction. If the items cannot be repaired, the equipment cannot be used



- c. Once the vendor sets up the equipment, the vendor shall actively supervise students or participants waiting to utilize the equipment, which includes making sure maximum occupancy is not violated.
- d. Send the Risk Management Department the original copy of the use agreement form, certificate of insurance, and Hold Harmless Agreement at least fourteen (14) days prior to the event.
- e. Once the vendor sets up the equipment, the vendor shall actively supervise students or participants waiting to utilize the equipment, which includes making sure maximum occupancy is not violated.



APPENDIX F

THE SCHOOL BOARD OF INDIAN RIVER COUNTY,  
Release/Waiver of Liability and Hold Harmless Agreement for a Minor  
(Participant Under 18 Years of Age)

Form# 1277

I, \_\_\_\_\_ as parent/guardian of \_\_\_\_\_  
have been informed and know the risks involved in participating in this \_\_\_\_\_ event,  
and understand that serious injury, and even death, is possible in such participation and I choose to accept such risk. I  
voluntarily accept any and all responsibility for my child's/ward's safety and welfare while participating in this event, with  
the full understanding of the risks involved including risks involving travel and hotel stay (in relation to certain events). I  
hold harmless and release the SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, ITS  
REPRESENTATIVES, MEMBERS, OFFICERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, AND/OR AGENTS of  
any and all responsibility and liability for any injury or claim resulting from my child's/ward's participation in this event.

In consideration for being allowed to participate in the \_\_\_\_\_ event,  
I, for my child/ward or his/her heirs, executors and administrators, release and forever discharge the SCHOOL BOARD  
OF INDIAN RIVER COUNTY, FLORIDA, ITS REPRESENTATIVES, MEMBERS, OFFICERS, EMPLOYEES,  
VOLUNTEERS, CONTRACTORS AND/OR AGENTS of all liability, claims, actions, damages, and/or costs/  
expenses my child/ward may have against them, arising out of or in any way connected with my child's/ward's  
participation in this \_\_\_\_\_ event on (date) \_\_\_\_\_.

I understand that this release/waiver of liability applies to ANY claim, even those based upon the negligence,  
actions or inactions of those referenced above, including the SCHOOL BOARD OF INDIAN RIVER  
COUNTY, FLORIDA, ITS REPRESENTATIVES, MEMBERS, OFFICERS, EMPLOYEES, VOLUNTEERS,  
CONTRACTORS AND/ OR AGENTS.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN PURSUANT  
TO §744.301, FLORIDA STATUTES:**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET  
YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE  
AGREEING THAT EVEN IF SCHOOL BOARD OF INDIAN RIVER COUNTY USES  
REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR  
CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS  
ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY  
WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE  
GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM SCHOOL  
BOARD OF INDIAN RIVER COUNTY IN A LAWSUIT FOR ANY PERSONAL INJURY,  
INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS  
FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY AND/OR IF  
SCHOOL BOARD OF INDIAN RIVER COUNTY AND/OR ITS EMPLOYEES OR AGENTS  
ARE IN ANY WAY NEGLIGENT EVEN IN THE ADMINISTRATION OF THE EVENT  
ITSELF. YOU ARE WAIVING YOUR RIGHT TO SUE THE SCHOOL BOARD OF INDIAN  
RIVER COUNTY FOR SUCH NEGLIGENCE. YOU HAVE A RIGHT TO REFUSE TO SIGN  
THIS FORM AND SCHOOL BOARD OF INDIAN RIVER COUNTY HAS THE RIGHT TO  
REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

I HAVE READ THIS CAREFULLY, UNDERSTAND IT, AND KNOW IT CONTAINS A RELEASE/WAIVER OF  
LIABILITY.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Print Name

**APPENDIX G**

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY,  
Release/Waiver of Liability and Hold Harmless Agreement  
for an Adult  
(Participant 18 Years of Age or Older)**

Form# 1277A

**Directions:** Complete this form and return it to your school.

I \_\_\_\_\_, have been informed and know the risks involved in participating in this \_\_\_\_\_ event, and understand that serious injury, and even death, is possible in such participation and I choose to accept such risk. I voluntarily accept any and all responsibility for my own safety and welfare while participating in this event, with the full understanding of the risks involved including risks involving travel and hotel stay (in relation to certain events). I hold harmless and release the SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, ITS REPRESENTATIVES, MEMBERS, OFFICERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS AND/OR AGENTS of any and all responsibility and liability for any injury or claim resulting from my participation in this event.

**In consideration for being allowed to participate in the \_\_\_\_\_ event, I, for my heirs, executors and administrators, release and forever discharge the SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, ITS REPRESENTATIVES, MEMBERS, OFFICERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS AND/OR AGENTS of all liability, claims, actions, damages, and/or costs/expenses I may have against them, arising out of or in any way connected with my participation in this event on (date) \_\_\_\_\_.**

**I understand that this release/waiver of liability applies to ANY claim, even those based upon the negligence, actions or inactions of those referenced above, including the SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, ITS REPRESENTATIVES, MEMBERS, OFFICERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS AND/ OR AGENTS.**

The undersigned adult participant:

1. Acknowledges and represents that he/she is a student and/or adult having attained the age of 18 years.
2. Authorizes the SCHOOL BOARD to transport the undersigned and to obtain, through a physician of the SCHOOL BOARD'S choice, any emergency medical care that may become reasonably necessary for the undersigned in the course of event activities or travel incidental to such activities; and agree that the expenses for such transportation and treatment shall not be borne by the SCHOOL BOARD or its employees.
3. Acknowledges and represents that he/she is in good health and physically able to participate in event activities and has had no past illness or injury that would prevent him/her from participating in such activities, and further acknowledges and represents that the following is/are the only special accommodations needed:

EMERGENCY NAME AND PHONE: \_\_\_\_\_

**I HAVE READ THIS CAREFULLY, UNDERSTAND IT, AND KNOW IT CONTAINS A RELEASE/WAIVER OF LIABILITY.**

\_\_\_\_\_  
*Participant Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Participant Print Name*