APPENDIX A

THE UNIVERSITY OF TENNESSEE SPACE INSTITUTE

MINORS ON CAMPUS

PROGRAM REGISTRATION FORM

Pursuant to the UT Space Institute procedure Implementing University of Tennessee System Safety Policy 575 (Programs for Minors) with respect to Programs for Minors Sponsored by a University Unit, the Program Director (*the person primarily responsible for the management and oversight of the Covered Program*) must complete this Registration Form and send it to the Designated Official no later than thirty (30) days prior to the start of the Covered Program.

I. <u>General Program Information:</u>

NAME OF PROGRAM:

a. Please describe the Covered Program below. Please include the following in your description: nature of the activities associated with the Covered Program; location(s); date(s)/time(s); and total number of expected minor participants.

b. Please identify the Program Director:

c. Please list all Covered Adults who will be participating in the Covered Program and attach documentation from Human Resources confirming that all Covered Adults have met the criminal background check/training requirements of University of Tennessee System Safety Policy 575 (Programs for Minors), unless an exception to those requirements has been approved by the Designated Official in writing.

II: <u>Signatures:</u>

The Program Director, by signing below, signifies that he/she has or will comply with University of Tennessee System Safety Policy 575 (Programs for Minors) and the UT Space Institute procedure implementing that policy.

Printed Name

University Unit

Signature

Date

APPENDIX B

TENNESSEE LAW ON MANDATORY REPORTING OF CHILD ABUSE AND CHILD SEXUAL ABUSE

All members of the University community are responsible for compliance with Tennessee laws on mandatory reporting of child abuse and child sexual abuse. Please go to the following website to find detailed information from the Tennessee Department of Children's Services on how to identify and report child abuse and child sexual abuse: <u>http://www.tn.gov/youth/childsafety.htm</u>.

The following is a summary of key provisions of Tennessee law on mandatory reporting of child abuse and child sexual abuse.

Who Must Report

Tennessee law mandates reporting by **any person** who has knowledge of physical or mental harm to a child if: (1) the nature of the harm reasonably indicates it was caused by brutality, abuse, or neglect; or (2) on the basis of available information, the harm reasonably appears to have been caused by brutality, abuse, or neglect.

Tennessee law also mandates reporting by **any person** who knows or has reasonable cause to suspect that a child has been **sexually abused**, regardless of whether it appears the child has sustained an injury as a result of the abuse.

The Tennessee mandatory reporting laws define a child as a person under 18 years of age.

How to Report

Call 911 if the situation is a life threatening emergency. In other cases, a report of child abuse or child sexual abuse must be made **immediately** to one of the following four authorities:

- The Tennessee Department of Children's Services (reports can be made by calling the Central Intake Child Abuse Hotline at 1-877-237-0004);
- The sheriff of the county where the child resides;
- The chief law enforcement official of the city where the child resides; or
- A judge having juvenile jurisdiction over the child.

Please note that the UT Space Institute Safety Department is not included in the list of authorities. Reporting to the UT Space Institute Safety Department, a supervisor, or any other University official or employee does not satisfy an individual's duty to report child abuse or child sexual abuse to one of the authorities listed above.

Criminal Penalties for Failure to Report

Any person who knowingly fails to make a report of child abuse as required by Tennessee law commits a Class A misdemeanor.

Any person who knowingly and willfully fails to report known or suspected child sexual abuse, or who knowingly and willfully prevents another person from doing so, commits a Class A misdemeanor.

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH THE REQUIREMENTS OF TENNESSEE LAW DESCRIBED IN THIS DOCUMENT.

PRINTED NAME: _____

SIGNATURE:

DATE:

APPENDIX C

MEDICAL TREATMENT AUTHORIZATION AND RELEASE FORMS

RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

Program Information	Participant Information
Program Name:	Participant Name:
Date(s):	Address:
Location(s):	City, State, Zip Code:
Note: The program information should be filled in by the Program Director	Date of Birth:

I am the parent or legal guardian of the Participant named above ("Participant"), who is under eighteen (18) years of age. I am fully competent to sign this Release, Hold Harmless, and Indemnification Agreement ("Agreement"). In consideration for Participant being allowed to participate in the Program identified above ("Program"), the receipt and sufficiency of which I hereby acknowledge, I agree as follows:

- 1. I acknowledge, understand, and accept that as part of Participant's participation in the Program there are dangers, hazards, and inherent risks to which Participant may be exposed, including but not limited to the risks of serious physical injury, temporary or permanent disability, death, and economic and property loss. I know of no reason why Participant should not participate in the Program.
- 2. I, individually, and on behalf of Participant and our respective heirs, successors, assigns, and personal representatives, hereby forever release, acquit, discharge, covenant not to sue, and agree to indemnify and hold harmless for any and all purposes The University of Tennessee and its trustees, officers, employees, agents, and volunteers in official and individual capacities ("Releasees") from any and all liability whatsoever for any and all damages, losses, or injuries (including but not limited to death) to persons or property or both, including but not limited to any and all claims, demands, actions, cause of actions, damages, losses, injuries, costs, expenses, and attorney's fees, that result from, arise out of, or are related to:
 - a. Participant's participation in the Program, Participant's travel to or from the Program, or Participant's presence on premises owned, leased, or operated by Releasees, INCLUDING BUT NOT LIMITED TO DAMAGES, LOSSES, OR INJURIES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF RELEASEES;
 - b. the administration of prescription or over-the-counter medication to Participant, and/or the failure to administer prescription or over-the-counter medication to Participant, INCLUDING BUT NOT LIMITED TO DAMAGES, LOSSES, OR INJURIES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF RELEASEES; or
 - c. medical treatment of Participant, any decision whether to seek medical treatment for Participant, and/or traveling to or from a medical care facility, INCLUDING BUT NOT LIMITED TO DAMAGES, LOSSES, OR INJURIES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF RELEASEES, even if a Release has signed medical documentation promising to pay for the treatment due to my inability to sign the documentation.
- 3. I, individually, and on behalf of Participant and our respective heirs, successors, assigns, and personal representatives, hereby agree to indemnify and hold harmless the Releasees for any and all damages, losses, or injuries (including but not limited to death) to persons or property or both, including but not limited to any and all claims, demands, actions, cause of actions, damages, losses, injuries, costs, expenses, and attorney's fees, that result from, arise out of, or are related to Participant's negligent or intentional act(s) or omission(s) during Participant's participation in the Program, Participant's travel to or from the Program, or Participant's presence on premises owned, leased, or operated by Releasees.
- 4. I agree that this Agreement shall be governed by the laws of the State of Tennessee. I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, and if any provision of this Agreement is held invalid, I agree that the remaining provisions shall, notwithstanding, continue in full legal force and effect.
- 5. In signing this Agreement, I acknowledge and represent that I have read and understand it and sign it voluntarily, and no oral representations, statements, or inducements apart from the foregoing Agreement that has been reduced to writing have been made.

Printed Name of Participant's Parent or Legal Guardian: _____

Date:_____

MEDICAL INFORMATION AND MEDICAL TREATMENT RELEASE AND AUTHORIZATION FORM

Program Information	Participant Information
Program Name:	Participant Name:
Date(s):	Address:
Location(s):	City, State, Zip Code:
[Note: The program information should be filled in by the Program Director]	Date of Birth:
	Gender:

Medical Information

The decision whether to permit the participant identified above ("Participant") to participate in the program identified above ("Program") is the sole responsibility of Participant, his/her parent(s) or legal guardian(s), and/or his/her physician(s). The following information will not be used by The University of Tennessee to determine Participant's ability to participate safely in the Program.

Participant's Primary Care Physician's Name and Phone Number:_

Date of Participant's most recent tetanus toxoid immunization:

For the following questions, please circle a response and explain as appropriate:

Does participant have any limiting medical conditions that Participant, you, and/or Participant's doctor believe may limit Program participation? If "yes," please identify the condition and explain its limiting effect: (use the back of this form or a separate sheet if necessary)	YES	NO
Is Participant currently taking any medication that Participant, you, and/or Participant's doctor believe may interfere with his/her ability to participate safely or effectively in the Program? If "yes," please identify the medication and explain its potential effect: (use the back of this form or a separate sheet if necessary)	YES	NO
Does Participant have a history of allergies or reactions to medications, insect stings, plants, or foods? If "yes," please explain the history: (use the back of this form or a separate sheet if necessary)	YES	NO

Does Participant have a history of, or currently suffer from, any other medical condition(s) of which the Program staff needs to be aware?	YES NO
If "yes," please identify the medical condition(s) and explain what the Program staff needs to know: (use the back of this form or a separate sheet if necessary)	

MEDICAL INFORMATION AND MEDICAL TREATMENT RELEASE AND AUTHORIZATION FORM (PAGE 2)

Medical Insurance Information
Policy holder's name:
Policy holder's relationship to Participant:
Policy holder's address:
Please either attach a photocopy of both sides of your insurance card (preferred) or provide the information requested here:
Insurance company name and address:
Insurance company phone number:
Policy numbers:
Emergency Contact Information
Name of Participant's Emergency Contact:
Daytime telephone number:
Evening telephone number:
Relationship to Participant:

Authorization for Medical Treatment

In the event of an accident or serious injury or illness, I hereby authorize The University of Tennessee and its trustees, officers, employees, agents, and volunteers in official and individual capacities ("Releasees") to obtain medical treatment for Participant. I further agree to accept full responsibility for any and all expenses, including but not limited to medical expenses, that result from, arise out of, or are related to any injuries to my Child that may occur during his/her participation in the Program, Participant's travel to or from the Program, or Participant's presence on premises owned, leased, or operated by Releasees, *INCLUDING BUT NOT LIMITED TO INJURIES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF RELEASEES*.

As Participant's parent or legal guardian, I understand and acknowledge that my failure to disclose relevant information may result in harm to Participant and/or others during this Program. By signing my name I represent and warrant that I have provided all material information to The University of Tennessee pertaining to the medical condition(s) identified above and that it is accurate and complete. I agree to notify The University of Tennessee in writing of any changes in the medical condition of the Participant prior to the start of the Program.

I understand that my disclosure of the medical information above will not be used by The University of Tennessee to determine Participant's ability to participate safely in the Program. I understand that, if Participant participates in the Program, he/she does so voluntarily and of his/her own accord and the final decision regarding participation is solely the responsibility of Participant, me, and/or his/her physician(s).

Signature of Participant's Parent or Legal Guardian:	
Printed Name of Participant's Parent or Legal Guardian	۰.

Date:
Date.

AUTHORIZATION FOR SELF-ADMINISTRATION OF PRESCRIPTION MEDICATION

Program Information	Participant Information
Program Name:	Participant Name:
Date(s):	Address:
Location(s):	City, State, Zip Code:
Note: The program information should be filled in by the	Date of Birth:
Program Director]	Gender:

This form must be completed fully in order for the participant identified above ("Participant") to self-administer prescription medication during the program identified above ("Program"). A separate form must be completed for each medication to be administered. Self-administration of medication requires the written authorizations (below) of a licensed health care professional and Participant's parent or legal guardian.

_____ No, my child does not need to take any prescription medication during the Program.

Yes, my child will need to take a prescription medication during the Program.

All prescription medications, including medications for conditions such as food, drug, or insect allergies; diabetes; asthma; or epilepsy may be brought to the Program under the condition that Participant can self-manage care and delivery of medication. Prescription medication must be in its original container labeled with the minor's name, medication name, dosage, and time/frequency of administration.

AUTHORIZATION FROM PRESCRIBER FOR SELF-ADMINISTRATION OF PRESCRIPTION MEDICATION

Medication name(s):	
Dosages:	
Condition(s) for which medication is being administered:	
Specific directions (e.g., on empty stomach, with water):	
Time/frequency of administration:	
If PRN, frequency:	
If PRN, for what symptom(s):	
Relevant side effect(s):	
Medication shall be administered from to to	
Special storage requirements:	
Is Participant capable of self-managed care:	
I hereby affirm that Participant has been instructed in the proper self-administration of the above-described medication.	
Prescriber's name:	
Prescriber's signature:	

Date:

I hereby authorize and recommend Participant to self-administer the above-described medication. I also affirm that Participant has been instructed in the proper self-administration of the above-described medication by his/her physician.

Signature of Participant's Parent or Legal Guardian:	
Printed Name of Participant's Parent or Legal Guardian:	
Date:	

AUTHORIZATION FOR DISPENSATION OF OVER-THE-COUNTER MEDICATION

Program Information	Participant Information
Program Name:	Participant Name:
Date(s):	Address:
Location(s):	City, State, Zip Code:
Note: The program information should be filled in by the	Date of Birth:
Program Director]	Gender:

Over-the-counter medication ("OTC medication") may at times need to be dispensed to a participant in the abovedescribed program if approved by the participant's parent or legal guardian. Please complete this form to save time if you choose to authorize Program staff to offer OTC medication to the participant described above ("Participant") during the Program. NOTE: The University of Tennessee will not dispense any OTC medication without the written authorization of a participant's parent or legal guardian.

I authorize Program staff to offer the following medications to Participant if the need arises, in the sole judgment of the staff of the Program, as directed on the manufacturer's container (check the blanks below for each OTC medication(s) you authorize):

- _____ Ointments for minor wound care, first aid as directed (e.g., antiseptic, anti-itch, anti-sting, antibiotic, sunburn)
 _____ Tylenol/Acetaminophen
 _____ Ibuprofen
- Throat lozenges and/or spray for a sore throat
- _____ Micatin or other anti-fungus treatment for athlete's foot
- _____ Kaopectate or Imodium for diarrhea
- _____ Milk of Magnesia, Pepto Bismol, or Mylanta for upset stomach or nausea
- _____ Rolaids or Tums for acid reflux, heartburn, or indigestion
- _____ Benadryl for swelling, hives, or allergic reaction
- _____ Actifed or Sudafed for nasal congestion or allergy relief
- _____ Visine or other eye drops for minor eye irritation
- _____ Medicated lip ointment for dry, chapped lips, lip blisters, or canker sores
- _____ Swimmer's ear drops

 Hydrocortisone ointment for mild skin irritations, poison ivy, or insect bites
 Medicated powder for skin irritation
 Robitussin or other cough syrup
 Calamine lotion for bug bites and poison ivy
 Sunscreen
 Insect repellant
 Other (list any other approved OTC medications):

Program staff reserves the right to use generic equivalents when available for the name brand OTC medications identified above.

If Participant is allergic to any type of OTC medication, please identify the OTC medication(s):

Program staff will contact Participant's emergency contact if Participant has any condition associated with fever.

I hereby authorize the dispensation of OTC medications to Participant as indicated above. I understand that such dispensation will not be done under the supervision of medical personnel. I understand that the OTC medications indicated above are not necessarily kept on hand and may not be available to be dispensed immediately.

Signature of Participant's Parent or Legal Guardian: _____

Printed Name of Participant's Parent or Legal Guardian: _____

Date:

APPENDIX D

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

LICENSE FOR USE OF UNIVERSITY PROPERTY FOR PROGRAM INVOLVING MINORS

The University of Tennessee ("University") has agreed to license to [Insert name of person or organization sponsoring the program] ("Licensee") the use of [Insert description of University property to be used] ("Property") on ______ from _____ (A.M.) (P.M.) to ______ (A.M.) (P.M.), but only for the purpose(s) of [Insert description of program/use of University property]. In consideration of University permitting Licensee to use the Property, and intending to be legally bound, Licensee hereby agrees as follows:

- 1. Licensee, on behalf of itself, its companies, subsidiaries, affiliates, predecessors, successors, assignees, officers, directors, agents, employees, volunteers, and their heirs and executors, hereby releases, waives, forever discharges, and covenants not to sue the University, and its trustees, officers, agents, employees, students, and volunteers (collectively "Releases"), from any and all liability whatsoever for any and all damages, losses, or injuries (including but not limited to death) to persons or property or both, including but not limited to any and all claims, demands, actions, cause of actions, damages, losses, injuries, costs, expenses, and attorney's fees, that may be sustained while Licensee is in or upon University premises or any part thereof, or occasioned by any occupancy or use of University premises or any activity carried on by the Licensee in connection therewith, including injuries sustained as a result of the negligence of Releasees, or as a result of the University's termination of this license.
- 2. Licensee hereby covenants and agrees to indemnify and hold harmless Releases for and against any and all liability whatsoever for any and all damages, losses, or injuries (including but not limited to death) to persons or property or both, including but not limited to any and all claims, demands, actions, cause of actions, damages, losses, injuries, costs, expenses, and attorney's fees, that arise out of the Licensee's use of University premises, whether or not caused by a party indemnified hereunder, including but not limited to damages, losses, or injuries sustained as a result of the negligence of Releasees.
- 3. Licensee shall not imply in any way that the University is sponsoring the Licensee's use of the Property; and no reference to the University may be used in promotional or other literature used or distributed by Licensee, other than references to the location of the program, without the explicit written permission of the University. Licensee shall not involve or refer to any University staff or University telephone numbers in any publicity, enrollment information, or on any printed brochure, without the permission of the University. Licensee is solely responsible for all publicity and other promotional materials.
- 4. The University has the right to terminate Licensee's use of University's premises if, in the sole discretion of University, such use would interfere with the operation of the University, or if the event cannot be held by reason of fire, flood, acts of God, strikes, labor disturbances, or other events beyond the control of the University.
- 5. Licensee and Licensee's use of the Property shall be subject to any policies, rules, and regulations that the University may promulgate from time to time, including but not limited to those stated in any publication promulgated by the University. Unless specified above, Licensee's use of the Property is non-exclusive as to the University, which retains the right freely to enter the Property at any time for any purpose.
- 6. The terms and conditions of this license shall be binding on Licensee, on Licensee's officers, directors, members, agents, employees, invitees, and on those claiming by, through, or under Licensee, and Licensee agrees not to permit any such persons to violate any term or provision of this license. Licensee agrees to

comply, at its cost and expense, with all federal, state, and other governmental laws and regulations in connection with this License and the Licensee's use of the Property.

- 7. This Agreement shall be governed by the laws of the State of Tennessee.
- 8. This is not a lease, and no interest in real estate is conveyed hereby.
- 9. The signatory is authorized to sign this document on the Licensee's behalf and understands and agrees that the University accepts no responsibility or liability for any acts or injuries occurring for the use of the University facilities for the purpose stated above.

By signing below, the Licensee's Officer affirms that he or she is authorized to obligate the Licensee to perform all of the above terms of this agreement.

Signature, Licensee Officer

Date

Printed Name/Officer Title

APPENDIX E

STANDARDS OF CONDUCT FOR COVERED ADULTS

As a participant in **[insert description of Covered Program]** ("Program"), you have been identified as a "Covered Adult" for purposes of University of Tennessee Safety Policy 575 (Programs for Minors).

As a Covered Adult, you are responsible for complying with University of Tennessee Human Resources Policy 580 (Code of Conduct), a copy of which is attached.

In addition, you shall <u>not</u>:

1. Strike, shake, slap, administer corporal punishment to, or touch in an inappropriate or illegal manner, any minor.

2. Humiliate, ridicule, threaten, or degrade a minor.

3. Sleep in the same room or other enclosed space (such as a tent) as a minor, unless you are a parent/legal guardian/sibling of said minor.

4. Shower or take a bath with a minor or in the presence of a minor.

5. Dress or undress in the presence of a minor.

6. Invade the privacy of minors in situations such as changing clothes and taking showers and intrude unless to the extent that health and safety requires.

7. Use a camera or other imaging device in showers, restrooms, or other areas in which a minor has a reasonable expectation of privacy.

8. Wear clothing that is not discreet and modest when interacting with minors.

9. Possess or engage in the use of alcohol or illegal drugs, or be under the influence of alcohol or illegal drugs, during the Program.

10. Provide alcohol or illegal drugs to a minor, or provide prescription drugs or any other medication to a minor except in compliance with the policies of the **[insert name of Covered Program]**.

11. Take a photograph or video of a minor or post information about a minor on the Internet without the written permission of the minor's parent or guardian.

12. Give a personal gift to a minor.

13. View pornography during the Program, or make any form of pornography available to a minor participating in the Program or assist a minor in any way in gaining access to any form of pornography.

14. Meet a minor off of the site of the Program or after the hours of the Program, even if another Covered Adult is present.

15. Have any personal, non-programmatic related communications with a minor during the Covered Program, or after the Program has ended, unless you have a relationship with the minor that existed before the Program.

16. Instruct, care for, supervise, guide, control, or routinely interact with a minor who is less than two (2) years younger than you (applicable only if the Program involves an overnight stay).

You should report violations of these standards of conduct by someone else (other than violations involving child abuse or child sexual abuse, the reporting of which shall be in compliance with Section 2 of University of Tennessee System Safety Policy 575) to your supervisor, the Designated Official (931-393-7226), the Office of the General Counsel (865-974-3245), UWA Audit and Consulting Services (865-974-6611), or the State of Tennessee audit hotline (1-800-232-5454).

APPENDIX F

STANDARDS OF CONDUCT FOR MINORS

Minors who participate in a Covered Program at the University of Tennessee Space Institute shall not, during the Covered Program:

- 1. Possess or use alcohol or other drugs, fireworks, firearms, or other weapons;
- 2. Operate a motor vehicle;
- 3. Engage in:
 - a. Violence;
 - b. Theft;
 - c. Hazing;
 - d. Harassment in violation of the University's anti-discrimination policy;
 - e. Bullying, including verbal, physical, and cyber bullying;
 - f. The inappropriate use of cameras or other imaging devices, including but not limited to the use of such devices in showers, restrooms, or other areas in which someone has a reasonable expectation of privacy.
- 4. Use tobacco products;
- 5. Be present at any time on the floor of a residence hall where members of the opposite sex are residing during the Covered Program;
- 6. View pornography during the Covered Program, or make any form of pornography available to a minor participating in the Covered Program or assist a minor in any way in gaining access to any form of pornography.
- 7. Misuse or damage the property of the University or others;
- 8. [Program Director: insert curfew rule that is age-appropriate for the minors participating in the Covered Program, but in no case shall the curfew be later than midnight];
- 9. Leave University property unless approved by the Program Director or leaving University property is part of an approved activity of the Covered Program.
- 10. Violate other University policies or procedures, or local, state, or federal law.