

# CHILD PROTECTION GUIDELINES

## UNITED METHODIST CHURCH

\_\_\_\_\_, \_\_\_\_\_, *Indiana* \_\_\_\_\_

### A. SCREENING REQUIREMENTS

#### 1. General

\_\_\_\_\_ United Methodist Church (the “Church”) will screen all individuals seeking employment or volunteer work at the Church in capacities that will put them into contact with children, youth, and vulnerable adults, subject to the exceptions set forth herein. The forms to be used in the screening process, including a **Verification, Authorization, Agreement, and Indemnification**, are set forth in **Exhibit A** to these Guidelines.

#### 2. Exemption of Current Employees and Volunteers

Church employees (“Employees”) and Church volunteer workers (“Volunteers”) who have worked successfully and positively with children, youth, or vulnerable adults at the Church prior to the adoption of these Guidelines and who have positive references may be exempted from the screening process referenced in the preceding paragraph. Such prior service by an Employee or Volunteer may be verified, if necessary, by the written or oral report of at least one other person who is a member or regular attender of the Church and who personally witnessed such service.

#### 3. Exemption for Public Events

The screening described in these Guidelines is not required for individuals who lead activities (a) of a sufficiently public or open character (e.g., public worship or a church picnic) or (b) which children, youth, or vulnerable adults attend as part of family groups or parent-child pairings (e.g., father/son breakfasts or mother/daughter banquets).

#### 4. Exemption for One-Time Helpers

The screening described in these Guidelines is not required for one-time helpers, drivers, and hosts for activities involving children, youth, and vulnerable adults, provided that (a) at least two (2) other leaders who have been screened (or who are exempt pursuant to paragraph 2 of these Guidelines) are present at such an activity

and (b) such one-time helpers, drivers, and hosts will not be alone with children at any time during the activity.

5. Exemption for Those Previously Screened by Another Organization

If prior screening of an individual by another organization has yielded all of the information to be gathered in the screening materials set forth at **Exhibit A** and the Church has written documentation of such information, it is not necessary to screen such individual again other than to check the references provided at page 6 of **Exhibit A**.

6. Annual Training Required

All Employees and Volunteers, including individuals described in paragraphs 2 through 5 above, must attend the Church's annual training sessions on preventing and identifying child abuse or neglect and reporting and responding to alleged incidents of child abuse or neglect.

7. Minimum Age Requirement for Employees and Volunteers

All Employees and Volunteers who serve with children, youth, or vulnerable adults must be at least 21 years of age, provided that an individual between the ages of 16 and 20 may serve as a babysitter in the Church's nursery if at least one (1) Employee or Volunteer over the age of 20 is present in the nursery with him or her. Nursery babysitters under the age of 21 are not exempt from screening.

8. Certain Individuals Prohibited from Serving

Individuals who have been convicted of crimes related to sexual or physical abuse of children, youth, or vulnerable adults, or who have a history of inappropriate conduct with such persons, will not be employed by the Church and may not serve in a volunteer capacity in any Church-sponsored activity or program dealing with children, youth, and vulnerable adults.

**II. CHURCH GUIDELINES**

1. Church Guidelines to be Observed by Employees and Volunteers

All Employees and Volunteers ("Adult Leaders"), regardless of whether they have been screened as provided in **Exhibit A**, shall observe the following rules when working with children, youth, and vulnerable adults:

- a. At least two (2) Adult Leaders generally must be present at every event or program involving children, youth, and vulnerable adults (an “Event”). However, where more than one Event is being conducted in the same facility, there need not be two (2) Adult Leaders in each room in which an Event is occurring, so long as the door to each such room either has an unobscured window or remains open.
- b. Every reasonable effort must be made to avoid situations in which an Adult Leader is alone with one (1) child, youth, or vulnerable adult. If an Adult Leader is unable to avoid such a situation, he or she shall:
  - i. Obtain a **Waiver, Release of Liability, and Indemnification** (in the form attached as **Exhibit B**) signed by the parent(s) or guardian(s) of such child, youth, or vulnerable adult;
  - ii. Arrange to have the executed **Waiver, Release of Liability, and Indemnification** at **Exhibit B** placed in the Church’s permanent records; and
  - iii. Inform another adult in the building that the meeting is taking place.

This rule does not apply to a relationship between a child, youth, or vulnerable adult and his or her parent, guardian, or sibling.

- c. A **Waiver, Release of Liability, Indemnification, and Consent to Medical Attention** (in the form attached as **Exhibit C**) shall be signed by the parent(s) or guardian(s) of each child, youth, or vulnerable adult who participates in an Event occurring partly or completely away from the Church premises, including overnight or extended Events.
- d. A **Waiver, Release of Liability, and Indemnification** (in the form attached as **Exhibit D**) shall be signed by the parent(s) or guardian(s) of each child, youth, or vulnerable adult who will be retrieved from an Event by an adult other than his or her parent or guardian.
- e. Every person participating in an Event (including Adult Leaders) shall wear a seat belt when traveling in a vehicle.
- f. An Adult Leader shall not share a bed with a child, youth, or vulnerable adult during an overnight or extended Event.
- g. An Adult Leader shall not share a sleeping facility (e.g., a hotel room or a tent) alone with a child, youth, or vulnerable adult. An Adult Leader may

share a group sleeping facility (e.g., a cabin or a bunkhouse) with more than one (1) child, youth, or vulnerable adult of the same gender, but only if two (2) or more Adult Leaders are present in the campsite, hotel, or other lodging facility. This rule does not apply to a relationship between a child, youth, or vulnerable adult and his or her parent, guardian, or sibling.

h. At least one (1) Adult Leader of each gender shall be present on each coed overnight Event.

i. Each Event shall require the following ratio of Adult Leaders to children or youth:

- i. Children ages 0-2 — 1:4
- ii. Children ages 3-5 — 1:5
- iii. Children ages 6-11 — 1:6
- iv. Youth ages 12-17 — 1:10

j. Adult Leaders shall not engage in or tolerate any of the following abusive actions by adults or youth in the conduct of Events:

- i. Sexual abuse: any sexual contact or interaction (i.e., indecent exposure or liberties, communication for immoral purposes, fondling, sexual intercourse, etc.) between an Adult Leader or a significantly older youth and a child, youth, or vulnerable adult.
- ii. Physical abuse: any physical force (hitting, spanking, shaking, shoving, etc.) applied by an Adult Leader or a significantly older youth in a position of care or authority to a child, youth, or vulnerable adult.
- iii. Emotional abuse: belittling, hateful, or angry words and/or actions directed toward a child, youth, or vulnerable adult, including discipline by humiliation.
- iv. Neglect of basic needs: denial of food, water, cleanliness, clothing, and sleep, whether as a means of discipline or otherwise.

2. *Distinction between Church's Child Protection Guidelines and Child Abuse or Neglect*

The guidelines set forth in the preceding paragraph 1 are separate from the definitions of child abuse and neglect under Indiana law. Because the reporting of

suspected child abuse or neglect is a matter of criminal law, the Church has set forth special procedures for reporting and responding to suspected child abuse and neglect. Those procedures, as well as the legal definitions of “child abuse or neglect,” appear in **Exhibit E**. Separate procedures have been set forth in **Exhibit F** for reporting and responding to suspected violations of the Church’s child protection guidelines which do not involve child abuse or neglect.

In light of this distinction, Employees and Volunteers should familiarize themselves with the definitions of “child abuse or neglect” in **Exhibit E**. If an Employee or Volunteer suspects an incident or other inappropriate situation involving a child, youth, or vulnerable adult, he or she first should determine whether the alleged incident or situation falls within the definition of “child abuse or neglect” in **Exhibit E** and then should select the appropriate approach from the following two (2) options:

a. Suspected Child Abuse or Neglect: *Exhibit E*.

In any instance in which an Employee or Volunteer has reason to believe that a child under 18 years of age is a victim of child abuse or neglect (as defined in **Exhibit E**), the Employee or Volunteer shall follow the procedures set forth in **Exhibit E**. This approach must be followed whether or not the suspected child abuse or neglect occurred on Church property, and whether or not a Church Employee or Volunteer is suspected to have been involved in the alleged abuse or neglect.

b. Violations of the Church’s Child Protection Guidelines Not Involving Child Abuse or Neglect: *Exhibit F*.

In any instance not involving suspected child abuse or neglect, but in which an Employee or Volunteer has a reasonable suspicion of inappropriate conduct or an inappropriate relationship between an Adult Leader and a child, youth, or vulnerable adult (e.g., an Adult Leader sharing a sleeping facility alone with a child on an overnight trip), the Employee or Volunteer immediately shall report his or her suspicion to a member of the Church’s Staff/Parish Relations Committee (the “SPRC”), and the procedures set forth in **Exhibit F** shall be followed thereafter. The subject matter of such reports shall be held in strict confidence by the reporting person and by the SPRC. **Remember, if child abuse or neglect (as defined in Exhibit E) is suspected, the reporting procedures in Exhibit E must be followed. Suspected child abuse or neglect is not to be reported to the SPRC.**

### **III. NURSERY GUIDELINES**

The following procedures shall be observed by all Adult Leaders serving in the Church's nursery:

1. Upon arrival, every parent must enter his or her child's name on a numbered sign-in sheet in the nursery.
2. A tag bearing the number from the sign-in sheet shall be pinned to the back of the child's clothing. The same number shall be used to identify any item (e.g., a diaper bag) that the parent leaves for his or her child.
3. A second tag or card bearing the same number from the sign-in sheet shall be issued to the child's parent and must be displayed by the parent upon returning to the nursery to pick up his or her child.

### **IV. MISCELLANEOUS PROVISIONS**

1. *Application to Leaders of Other Churches and Ministries*

These Guidelines, other than the screening requirements described herein, apply to leaders of other church and parachurch ministries who are not formally associated with the Church but who are involved in leading programs involving children, youth, or vulnerable adults which are conducted at or in conjunction with the Church.

2. *Adherence to Biblical Principles*

The Church and its employees and volunteers are to adhere to both God's laws and human laws in creating a loving and caring environment for children, youth, and vulnerable adults.

3. *Implementation*

These Guidelines shall be implemented within thirty (30) days of their adoption.

4. *Responsibility for Oversight, Implementation, and Enforcement*

The Church's Staff/Parish Relations Committee (the "SPRC") shall be responsible to implement, oversee, and enforce these Guidelines. The SPRC also shall be responsible to make annual training available for Employees and Volunteers, to

maintain confidential records, and to implement the screening process contemplated by these Guidelines.

**Child Protection Guidelines**

\_\_\_\_\_ **United Methodist Church**

**SCREENING FORM FOR  
WORK WITH CHILDREN, YOUTH, AND VULNERABLE ADULTS**

This form, including the Verification, Authorization, Agreement, and Indemnification at page 7, must be completed by all applicants for any employee or volunteer position at \_\_\_\_\_ United Methodist Church (the “Church”) involving the supervision, custody, or care of children, youth, and vulnerable adults. This is not an employment application form. This form is used to enhance the Church’s provision of a safe and secure environment for children, youth, and vulnerable adults who participate in Church programs.

**I. PERSONAL INFORMATION**

A. NAME  
(Last) (First) (Middle)

B. HOME ADDRESS  
(Street)  
\_\_\_\_\_  
(City)

C. TELEPHONE NUMBERS  
Home \_\_\_\_\_ Work \_\_\_\_\_

D. DRIVER’S LICENSE INFORMATION  
Number \_\_\_\_\_ State \_\_\_\_\_

**(Identity must be confirmed with a valid driver’s license or other photographic identification.)**

**II. INFORMATION ABOUT DESIRED EMPLOYMENT OR VOLUNTEER WORK**

A. **DESCRIPTION OF TYPE OF YOUTH/CHILDREN'S MINISTRY AND WORK YOU PREFER:**

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B. **AVAILABLE START DATE:** \_\_\_\_\_

C. **NUMBER OF HOURS PER WEEK TO WHICH YOU CAN COMMIT:**

**Minimum** \_\_\_\_\_ **Maximum** \_\_\_\_\_

**III. BACKGROUND INFORMATION**

A. **DESCRIPTION OF PRIOR WORK WITH CHURCHES INVOLVING CHILDREN AND YOUTH -- LIST EACH CHURCH'S NAME AND ADDRESS, THE TYPE OF WORK YOU DID, THE DATES OF YOUR WORK, AND THE NAME, ADDRESS AND TELEPHONE NUMBER OF ONE (1) CHURCH LEADER WHO CAN SERVE AS A REFERENCE REGARDING YOUR PRIOR CHURCH WORK WITH CHILDREN AND YOUTH (Attach separate page if necessary)**

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**B. DESCRIPTION OF PRIOR NON-CHURCH WORK WITH CHILDREN AND YOUTH -- LIST EACH ORGANIZATION'S NAME AND ADDRESS, THE TYPE OF WORK YOU DID, THE DATES OF YOUR WORK, AND THE NAME, ADDRESS AND TELEPHONE NUMBER OF ONE (1) SUPERVISOR WHO CAN SERVE AS A REFERENCE REGARDING YOUR PRIOR NON-CHURCH WORK WITH CHILDREN AND YOUTH (Attach separate page if necessary)**

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**C. HAVE YOU EVER BEEN CHARGED WITH, CONVICTED OF, OR PLEADED GUILTY TO A CRIME RELATED TO CHILD PROTECTION AND SAFETY, INCLUDING (BUT NOT LIMITED TO) CHILD ABUSE, CHILD NEGLECT, OR SEXUAL ABUSE?**

YES \_\_\_\_\_ NO \_\_\_\_\_  
(If yes, please attach an explanation on a separate page)

**D. REGARDLESS OF WHETHER ANY CRIMINAL CHARGES WERE FILED AGAINST YOU, HAS A COURT EVER FOUND A CHILD TO BE A CHILD IN NEED OF SERVICES ("CHINS") (OR SIMILAR DESIGNATION) BASED ON A REPORT OF CHILD ABUSE OR NEGLECT NAMING YOU AS THE ALLEGED PERPETRATOR OF SUCH ABUSE OR NEGLECT?**

YES \_\_\_\_\_ NO \_\_\_\_\_  
(If yes, please attach an explanation on a separate page)

**E. ARE YOU WILLING TO SIGN A REQUEST FOR THE RELEASE OF RECORDS PERTAINING TO YOU BY LOCAL AND STATE LAW ENFORCEMENT AGENCIES? IF YES, PLEASE COMPLETE AND SIGN THE REQUESTS AT PAGES 8 AND 9.**

**F. IF YOU ARE APPLYING TO SERVE IN A CAPACITY THAT INCLUDES THE TRANSPORTATION OF CHILDREN, PLEASE PROVIDE THE FOLLOWING INFORMATION ON A SEPARATE PAGE:**

**Automobile insurance carrier and policy**

- Description of any traffic violations with which you have been charged in the past three years
- Description of any automobile accidents for which you have been held at fault in the past three years
- Any arrests or convictions for driving while intoxicated or while under the influence of alcohol or illegal drugs

**G. IS THERE ANY OTHER FACT OR CIRCUMSTANCE IN YOUR BACKGROUND THAT WOULD CALL INTO QUESTION YOUR BEING ENTRUSTED WITH THE SUPERVISION, GUIDANCE, AND CARE OF CHILDREN OR YOUTH?**

YES \_\_\_\_\_ NO \_\_\_\_\_  
(If yes, please attach an explanation on a separate page)

**H. NAME, ADDRESS AND TELEPHONE NUMBER OF THE CHURCH WHERE YOU ARE A MEMBER OR ATTEND REGULARLY:**

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**I. NAME(S), ADDRESS(ES) AND TELEPHONE NUMBER(S) OF ANY OTHER CHURCH(ES) OF WHICH YOU HAVE BEEN A MEMBER OR HAVE ATTENDED REGULARLY DURING THE PAST FIVE (5) YEARS (Attach separate page if necessary):**

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**J. LIST YOUR GIFTS, CALLINGS, TRAINING, EDUCATION, OR OTHER TRAITS OR EXPERIENCE THAT HAVE PREPARED YOU FOR WORK WITH CHILDREN OR YOUTH (Attach separate page if necessary):**

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**K. PLEASE PROVIDE A BRIEF STATEMENT OF YOUR FAITH (Attach separate page if necessary):**

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**IV. REFERENCES**

**PLEASE LIST FOUR (4) INDIVIDUALS FROM WHOM WE MAY OBTAIN REFERENCES. THREE (3) OF THESE INDIVIDUALS SHOULD BE PERSONS TO WHOM YOU ARE NOT RELATED AND WITH WHOM YOU HAVE A PERSONAL (NOT AN EMPLOYMENT) RELATIONSHIP. ONE (1) INDIVIDUAL SHOULD BE AN EMPLOYER. AT LEAST TWO (2) OF THE FOUR (4) INDIVIDUALS LISTED ON THIS PAGE SHOULD BE UNASSOCIATED WITH \_\_\_\_\_ UNITED METHODIST CHURCH.**

**REFERENCE #1**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

RELATIONSHIP \_\_\_\_\_

**REFERENCE #2**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

RELATIONSHIP \_\_\_\_\_

**REFERENCE #3**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

RELATIONSHIP \_\_\_\_\_

**REFERENCE #4**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

RELATIONSHIP \_\_\_\_\_



**VI. REQUEST FOR RELEASE OF RECORDS BY INDIANA STATE POLICE**

I hereby request the Indiana State Police (“ISP”) to release any information in its possession which pertains to any convictions of the undersigned for crimes under federal, state, or local law. I hereby release ISP from any and all liability resulting from such disclosure.

\_\_\_\_\_  
Signature

Printed Name

\_\_\_\_\_  
Maiden Name (if applicable)

\_\_\_\_\_  
All aliases or other names by which I have been known

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Social Security Number (if required)

\_\_\_\_\_  
Today’s Date

\_\_\_\_\_  
Name and address to which records should be sent

**VII. REQUEST FOR RELEASE OF RECORDS BY LOCAL POLICE DEPARTMENT**

I hereby request the \_\_\_\_\_ Police Department (the “Department”) to release any information in its possession which pertains to any convictions of the undersigned for crimes under federal, state, or local law. I hereby release the Department from any and all liability resulting from such disclosure.

\_\_\_\_\_  
Signature

Printed Name

\_\_\_\_\_  
Maiden Name (if applicable)

\_\_\_\_\_  
All aliases or other names by which I have been known

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Social Security Number (if required)

\_\_\_\_\_  
Today’s Date

\_\_\_\_\_  
Name and address to which records should be sent

\_\_\_\_\_ **United Methodist Church**

**Waiver, Release of Liability, and Indemnification for One-on-One Meeting**

In exchange for my/our child or ward being allowed to participate in a one-on-one meeting with \_\_\_\_\_ (the "Meeting"), I/we, the custodial parent(s) or legal guardian(s) of \_\_\_\_\_ (individually and collectively referred to below in the first person singular), agree to be bound by each of the following:

1. Voluntary Participation and Authorization. I understand and confirm that my authorization of my child's or ward's participation in the Meeting, and my child's or ward's participation in the Meeting, is voluntary.

2. Release and Waiver. I release \_\_\_\_\_ United Methodist Church (the "Church") and its trustees, directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my child's or ward's participation in the Meeting (a "Claim"), whether or not caused in whole or part by the negligence or other misconduct of the Church or any of the individuals mentioned above.

3. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and be responsible for) the Church and its trustees, directors, officers, employees, agents, volunteers, successors, and assigns from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my child's or ward's participation in the Meeting, whether or not caused in whole or in part by the negligence or other misconduct of the Church or any of the individuals mentioned above.

4. Binding Effect. This instrument shall be binding upon my child or ward, upon me as parent or guardian, and upon our relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns and shall inure to the benefit of the Church and its respective successors and assigns.

5. Severability. If any term or provision of this instrument or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

6. Applicable Law. Because the Church is located in the State of Indiana, and in order to provide certainty in the law applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Indiana.

**THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION VOLUNTARILY.**

**IN EXCHANGE FOR MY/OUR CHILD OR WARD BEING ALLOWED TO PARTICIPATE IN THE MEETING DEFINED ABOVE, AND AS THE CUSTODIAL PARENT(S) OR LEGAL GUARDIAN(S) OF THE ABOVE-NAMED INDIVIDUAL, I/WE VERIFY THAT I/WE FULLY UNDERSTAND, AGREE TO, AND ACCEPT ALL PROVISIONS OF THIS WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION.**

\_\_\_\_\_  
Printed Name (Parent or Legal Guardian)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (Parent or Legal Guardian)

Signature

Date

\_\_\_\_\_ **United Methodist Church**

**Waiver, Release of Liability, Indemnification, and  
Consent to Medical Attention for Events Held Away from Church Premises**

In exchange for my/our child or ward being allowed to participate in \_\_\_\_\_, an event sponsored by \_\_\_\_\_ United Methodist Church (the "Church") which will take place partly or completely away from the Church (the "Event"), I/we, the custodial parent(s) or legal guardian(s) of \_\_\_\_\_ (individually and collectively referred to below in the first person singular), agree to be bound by each of the following:

1. Voluntary Participation and Authorization. I understand and confirm that my authorization of my child's or ward's participation in the Event, and my child's or ward's participation in the Event, is voluntary.

2. Identification of Risks. I understand that my child's or ward's participation in the Event may involve risk of injury and loss, both to person and property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Waiver and Release of Liability is intended to address all of the risks of any kind associated with my child's or ward's participation in any aspect of the Event, including, particularly, such risks created by actions, inactions, or negligence on the part of the Church or its trustees, directors, officers, employees, agents, volunteers, successors, or assigns, including but not limited to risks created by the following: (a) the use and condition of various modes of transportation, premises, facilities, and equipment; (b) the lack or inadequacy of policies, rules, or regulations governing the conduct of the Event; (c) the failure of the Church to foresee or to protect my child or ward from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons other than those affiliated with the Church; (d) the inadequacy or unavailability of medical facilities or treatment; or (e) the lack or inadequacy of supervision.

3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my child's or ward's participation in the Event. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my child's or ward's participation in the Event.

4. Release and Waiver. I release the Church and its trustees, directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my child's or ward's participation in the Event (a "Claim"), whether or not caused in whole or part by the negligence or other misconduct of the Church or any of the individuals mentioned above.

5. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and be responsible for) the Church and its trustees, directors, officers, employees, agents, volunteers, successors, and assigns from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my child's or ward's participation in the Event, whether or not caused in whole or in part by the negligence or other misconduct of the Church or any of the individuals mentioned above.

6. Binding Effect. This instrument shall be binding upon my child or ward, upon me as parent or guardian, and upon our relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns and shall inure to the benefit of the Church and its respective successors and assigns.

7. Consent to Medical Treatment. I authorize the Church to provide to my child or ward, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty on the Church to provide such assistance, transportation, or services.

8. Severability. If any term or provision of this instrument or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

9. Applicable Law. Because the Church is located in the State of Indiana, and in order to provide certainty in the law applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Indiana.

**THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT VOLUNTARILY.**

**IN EXCHANGE FOR MY/OUR CHILD OR WARD BEING ALLOWED TO PARTICIPATE IN THE EVENT DEFINED ABOVE, AND AS THE CUSTODIAL PARENT(S) OR LEGAL GUARDIAN(S) OF THE ABOVE-NAMED INDIVIDUAL, I/WE VERIFY THAT I/WE FULLY UNDERSTAND, AGREE TO, AND ACCEPT ALL PROVISIONS OF THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT.**

\_\_\_\_\_  
Printed Name (Parent or Legal Guardian)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (Parent or Legal Guardian)

Signature

Date

\_\_\_\_\_ **United Methodist Church**

**Waiver, Release of Liability, and Indemnification  
in connection with Retrieval by Adult other than Parent or Guardian**

In exchange for my/our child or ward being allowed to participate in \_\_\_\_\_,  
(the "Event"), an event sponsored by \_\_\_\_\_ United Methodist Church (the "Church") from which my/our child or ward,  
\_\_\_\_\_, will be retrieved by \_\_\_\_\_ (the "Retrieving Adult"), I/we, the  
custodial parent(s) or legal guardian(s) of \_\_\_\_\_ (individually and collectively referred to below in the first person  
singular), agree to be bound by each of the following:

1. **Voluntary Participation and Authorization.** I understand and confirm that my authorization of my child's or ward's participation in the Event, my child's or ward's participation in the Event, and my authorization of the Retrieving Adult to retrieve my child or ward from the Event all are voluntary.

2. **Identification of Risks.** I understand that my child's or ward's retrieval and transportation from the Event by the Retrieving Adult may involve risk of injury and loss, both to person and property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Waiver and Release of Liability is intended to address all of the risks of any kind associated with my child's or ward's retrieval and transportation from the Event by the Retrieving Adult, including, particularly, such risks created by actions, inactions, or negligence on the part of the Retrieving Adult or of the Church or its trustees, directors, officers, employees, agents, volunteers, successors, or assigns, including but not limited to risks created by the following: (a) the use and condition of various modes of transportation, premises, facilities, and equipment; (b) the lack or inadequacy of policies, rules, or regulations governing the conduct of the Event; (c) the failure of the Church to foresee or to protect my child or ward from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons including the Retrieving Adult (but not including those persons affiliated with the Church); (d) the inadequacy or unavailability of medical facilities or treatment; or (e) the lack or inadequacy of supervision.

3. **Assumption of Risk.** I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my child's or ward's retrieval and transportation from the Event by the Retrieving Adult. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my child's or ward's retrieval and transportation from the Event by the Retrieving Adult.

4. **Release and Waiver.** I release the Church and its trustees, directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my child's or ward's retrieval and transportation from the Event by the Retrieving Adult (a "Claim"), whether or not caused in whole or part by the negligence or other misconduct of the Church or any of the individuals mentioned above.

5. **Indemnification.** I agree to indemnify and to hold harmless (in other words, to reimburse and be responsible for) the Church and its trustees, directors, officers, employees, agents, volunteers, successors, and assigns from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my child's or ward's retrieval and transportation from the Event by the Retrieving Adult, whether or not caused in whole or in part by the negligence or other misconduct of the Church or any of the individuals mentioned above.

6. **Binding Effect.** This instrument shall be binding upon my child or ward, upon me as parent or guardian, and upon our relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns and shall inure to the benefit of the Church and its respective successors and assigns.

7. **Severability.** If any term or provision of this instrument or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

8. **Applicable Law.** Because the Church is located in the State of Indiana, and in order to provide certainty in the law applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Indiana.

**THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION VOLUNTARILY.**

**IN EXCHANGE FOR MY/OUR CHILD OR WARD BEING ALLOWED TO PARTICIPATE IN THE EVENT DEFINED ABOVE, AND AS THE CUSTODIAL PARENT(S) OR LEGAL GUARDIAN(S) OF THE ABOVE-NAMED INDIVIDUAL, I/WE VERIFY THAT I/WE FULLY UNDERSTAND, AGREE TO, AND ACCEPT ALL PROVISIONS OF THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT.**

\_\_\_\_\_  
Printed Name (Parent or Legal Guardian)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name (Parent or Legal Guardian)

Signature

Date

\_\_\_\_\_ **United Methodist Church**  
**Reporting Procedures for Suspected Child Abuse or Neglect**

**These definitions and procedures are intended to be in conformity with Title 31 of the Indiana Code, which shall take precedence over any conflicting provisions herein.**

Indiana law requires a person immediately to report suspected child abuse or neglect to the appropriate authorities. A person who fails to do so may be prosecuted and may be liable for civil damages. Therefore, all employees and volunteers at \_\_\_\_\_ United Methodist Church (the “Church”) must adhere to the procedures contained herein with respect to suspected instances of child abuse or neglect.

If a Church employee or volunteer (an “Employee” or “Volunteer”) suspects a violation of the Church’s child protection guidelines which does not involve child abuse or neglect (e.g., an adult leader sharing a sleeping facility alone with a child on an overnight trip), he or she should follow the steps in the document entitled “**Response Procedures and Policies for Situations Not Involving Child Abuse or Neglect**,” which is set forth at **Exhibit F**.

**What triggers the duty to report child abuse or neglect?**

- If any Employee or Volunteer “has reason to believe that a child [under 18 years of age] is a victim of child abuse or neglect,” he or she has a duty to report the suspected abuse or neglect.

“Reason to believe” means you have evidence that would cause individuals of similar background and training to believe that a child is abused or neglected.

The “evidence” would be facts based on observation, information from the child, information from reliable third parties, or admissions by family members.

“Abuse or neglect” means:

the child’s physical or mental condition is seriously impaired or seriously endangered as a result of the inability, refusal, or neglect of the child’s parent, guardian, or custodian to supply the child with necessary food, clothing, shelter, medical care, education, or supervision; or

the child’s physical or mental health is seriously endangered due to injury by the act or omission of the child’s parent, guardian, or custodian;  
or

the child is a victim of rape, criminal deviate conduct, child molesting (defined here as “the fondling or touching of the buttocks, genitals, or female breasts”), child exploitation, child pornography, child seduction, sexual misconduct with a minor, public indecency, indecent exposure, prostitution, or incest; or

the child’s parent, guardian, or custodian allows the child to participate in an obscene performance, to commit public indecency, indecent exposure, prostitution or voyeurism, to patronize prostitutes, or to promote prostitution.

- Once an Employee or Volunteer has “reason to believe” there has been abuse or neglect, report the matter to the Senior Pastor or, in the event that the Senior Pastor is unavailable or is the subject of the accusation of abuse or neglect, an Associate Pastor or other designated person in charge (the “Designated Person in Charge”), and follow the remaining instructions in this document. Do not discuss the matter with the alleged victim, the alleged perpetrator, staff members, or family members of the child.

#### **Who has the duty to report?**

- All Employees and Volunteers have a duty to report to Child Protection Service (“CPS”) at the Floyd County Office of Family and Children.

#### **What is the reporting obligation?**

- The Employee or Volunteer must immediately notify the Senior Pastor or the Designated Person in Charge.
- The Employee/Volunteer and the Senior Pastor (or the Designated Person in Charge) are both responsible to notify CPS of the incident.

#### **What is the reporting procedure?**

- The Employee/Volunteer and the Senior Pastor (or the Designated Person in Charge) together must complete the **Confirmation of Report to Child Protection Service** (the “**Report Confirmation**”), a copy of which is attached.

- Immediately after completing the Report Confirmation, the Employee/Volunteer and the Senior Pastor (or the Designated Person in Charge) together must telephone the content of the Report Confirmation to CPS at 949-4055. CPS generally will ask for the information listed on the Report Confirmation.
- Immediately after making the telephone call to CPS, the Employee/Volunteer and the Senior Pastor (or the Designated Person in Charge) together must fax the Report Confirmation to CPS as soon as possible after making the telephone call.
- The original of the Report Confirmation must be kept in a secure place under the control of the Senior Pastor (or the Designated Person in Charge). **No copies of the Report Confirmation should be given to other Church personnel.**

### What does CPS do?

- CPS determines if the report involves “abuse” or “neglect” within its jurisdiction and, if it does, assigns the case to a CPS case manager to conduct an investigation.

### What should the Senior Pastor (or the Designated Person in Charge) do while CPS is investigating?

- Do nothing that might interfere with the CPS investigation. Do not attempt to investigate; do not question or interview the child, the alleged perpetrator, or potential witnesses -- leave all that to CPS.
- If the alleged incident under investigation concerns a Church employee or volunteer, do take action to separate the child from the accused employee or volunteer or otherwise to minimize the risk of further problems while the report is being reviewed by CPS.
- If the alleged incident under investigation involves a Church employee or volunteer or occurred on Church property or at a Church-related activity, the Senior Pastor (or the Designated Person in Charge) should call to alert the child’s parent(s) before the child gets home. Tell the parent(s) only (1) that there has been an allegation of an incident involving the child, (2) that the Church has reported the incident to CPS, and (3) that CPS will review the allegations. **Do not identify the accused person or discuss the allegations.**

- In all other cases, do not inform the parents or other family members of the alleged incident or report.
- If the accused person is a Church employee or volunteer and some interim action will be taken (e.g., suspending an employee), the Senior Pastor (or the Designated Person in Charge) may tell the employee or volunteer that a report concerning his/her conduct has been made to CPS and that CPS may deal directly with him/her about the report. **That is all that should be said.** If there is any risk that even saying this much could jeopardize or taint the investigation, say nothing.
- Do not talk to anyone else about the allegations and the report. Maintain the utmost confidentiality to keep from defaming or jeopardizing the reputations of the accused, the child, and the family involved.
- If there are documents in the Church's possession that might be relevant to the allegations, collect and secure them.
- Don't over-react; don't pre-judge.
- If more than thirty (30) days have passed since the report was first made to CPS and the Senior Pastor (or the Designated Person in Charge) has heard nothing, call CPS for a status update.

**What should the Senior Pastor (or the Designated Person in Charge) do after CPS has completed its review?**

- CPS will inform the Church either that (1) it has determined not to investigate or (2) it has investigated and made a determination that neglect or abuse is substantiated or is not substantiated.
- In any event, if the allegations relate to a Church employee or volunteer, the Church must determine whether, apart from the issue of abuse or neglect, the facts alleged raise issues of conduct or misconduct with which the Church needs to deal. For example, an alleged violation of the Church's Child Protection Guidelines may not involve child abuse or neglect (e.g., an adult leader sharing a sleeping facility alone with a child, youth, or vulnerable adult). In such instances, the Church should follow the Response Procedures and Policies set forth at **Exhibit F**, which are designed for situations that do not involve suspected child abuse or neglect.

- CPS’s findings and determination may help the Church in conducting its own investigation, but they do not substitute for the Church’s own investigation and resolution of internal issues.

**What training is available?**

- All employees and volunteers working with children and youth at the Church are required to receive training at the beginning of each Church administrative year regarding the signs of child abuse and neglect, including child sexual abuse, and the steps to report any and all suspected child abuse. The Staff/Parish Relations Committee is responsible for making this training available.

\_\_\_\_\_ **United Methodist Church**  
**CONFIRMATION OF REPORT TO CHILD PROTECTION SERVICE (“CPS”)**

**(To be completed jointly by person with knowledge of alleged incident  
and the Senior Pastor or other designated person in charge)**

*This information is extremely confidential. Any copy must be kept in a secure location under the control  
of the Senior Pastor (or other designated person in charge).*

Child’s Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Sex \_\_\_\_\_ Race \_\_\_\_\_ School \_\_\_\_\_  
Mother’s Name \_\_\_\_\_ Date of Alleged Occurrence \_\_\_\_\_  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Father’s Name \_\_\_\_\_  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Person With Whom Living (If Other Than Parent) \_\_\_\_\_

Other Children of the Parent/Guardian	Age	Sex	Current Location (If Other Than Home)

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Specific description of child's alleged injury, abuse, or neglect: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Did the alleged incident occur in the Church?  Yes  No

Identity of person(s) alleged to have caused neglect, injury, or abuse: \_\_\_\_\_

Alleged perpetrator's address if other than parent: \_\_\_\_\_

Is he/she a Church employee or volunteer?  Yes  No

Position: \_\_\_\_\_

Description of any known previous injuries, abuse, or neglect: \_\_\_\_\_

Name of person at CPS who took report: \_\_\_\_\_

**We verify that the information in this form was communicated by telephone to the person listed above, and that this form was faxed immediately thereafter to CPS**

\_\_\_\_\_  
Signature of Senior Pastor (or other designated person in charge) Signature of Employee/Volunteer

## Child Protection Guidelines

### \_\_\_\_\_ United Methodist Church

#### Response Procedures and Policies for Situations Not Involving Child Abuse or Neglect

1. These procedures and policies are designed to address suspected violations of the Child Protection Guidelines of \_\_\_\_\_ United Methodist Church (the “Church”) which do not involve suspected child abuse or neglect as defined in the document entitled **“Reporting Procedures for Suspected Child Abuse or Neglect.”** For example, if an adult leader is suspected of sharing a sleeping facility alone with a child on an overnight trip, these procedures should be followed. **If an employee or volunteer of the Church (an “Employee” or “Volunteer”) suspects child abuse or neglect, do not follow the procedures in this document; instead, he or she must refer to the “Reporting Procedures for Suspected Child Abuse or Neglect” at Exhibit E.**
2. Any Employee or Volunteer suspecting a violation of the Church’s Child Protection Guidelines shall report his or her suspicion to a member of the Church’s Staff/Parish Relations Committee (the “SPRC”) for prompt investigation. The subject matter of such reports shall be held in strict confidence by the reporting Employee or Volunteer and by the SPRC.
3. The primary spokesperson for the Church in matters related to these procedures shall be the Senior Pastor. If the Senior Pastor is unavailable or is the subject of the alleged violation of the Child Protection Guidelines, the Associate Pastor shall serve as acting spokesperson.
4. All inquiries or requests for information from the media, attorneys, or any other parties shall be referred to the spokesperson. No person other than the spokesperson may release any information regarding any alleged incident without the express approval of the spokesperson.
5. The care and safety of the alleged victim is the Church’s first priority.
6. The Church will not prejudge any alleged perpetrator. However, the Church will take seriously any alleged violations of its Child Protection Guidelines and will reach out in Christian love and support to the alleged victim and his or her family, extending whatever pastoral care resources are needed.
7. The Church will treat a person suspected of violating the Child Protection Guidelines with dignity and respect. If the alleged perpetrator is a Volunteer, he or she may be relieved temporarily of his or her duties until the SPRC completes its investigation. If the alleged perpetrator is an Employee, he or she may be suspended while the SPRC completes its investigation.
8. To the extent consistent with applicable law, all communication by the spokesperson to the media, congregation, and public should reflect a concern for the privacy and confidentiality of all involved.
9. Where it deems such a course of action appropriate, the SPRC shall issue a warning to an adult leader who is suspected of inappropriate conduct or an inappropriate relationship

which does not involve child abuse or neglect. The SPRC shall be responsible for monitoring such an adult leader and may suspend or terminate his or her services at any time in its sole discretion.