**A logo of a university

Description automatically generatedSAFETY OF MINORS ADDENDUM**

TO

FACILITY USE AGREEMENT

**THIS SAFETY OF MINORS ADDENDUM** is part of the Facility Use Agreement (the “**Agreement**”) entered into between University and Licensee dated       . In the event of any conflict between the provisions of this Addendum and other provisions of the Agreement, the provisions of this Addendum shall control.

**1. Supervision; Safety and Protection of Minors.** Licensee shall be responsible for (i) supervising minor attendees while anywhere on University property; and (ii) providing qualified, properly trained and responsible adult supervisors in compliance with University policies, including University’s Safety of Minors policy (<https://policy.umn.edu/operations/minorsafety>) and all rules, regulations and procedures for use of the Facility, throughout the entire term of this Agreement. At a minimum, Licensee must meet all of the requirements in the following Sections of the University's Health and Safety Requirements and Expectations for Programs Involving Minors (available at <https://policy.umn.edu/operations/minorsafety-appa>):  Program Staff Training, Supervision of Minors, Program Staff and Participant Interactions, Safe Movement of Minors, and Accident and Illness Prevention and Management.

1.1 Licensee represents and certifies to University that:

* Licensee’s employees, chaperones, counselors, volunteers, and any others interacting with minor attendees (and anyone who supervises such persons) (collectively “Licensee Parties”) have passed a criminal background check and a national sex offender registry check no less than three years prior to the Event;
* Licensee Parties have completed a training program on child safety and protection, which training program specifically incorporates the mandatory notice requirements for maltreatment of minors set forth in Minnesota Statutes Chapter 260E [if Licensee Parties require additional training, University offers training that satisfies this requirement, as well as other training; for more information, please contact the Primary Contact for the Safety of Minors Policy (<https://policy.umn.edu/operations/minorsafety>)]; and
* Licensee maintains a readily-accessible list of parent and/or legal guardian emergency contacts for minor attendees.
* Licensee will carry Commercial General Liability insurance including coverage for acts of sexual abuse or molestation committed by its representatives, employees, or volunteers in an amount of at least $1 million per occurrence with a $2 million annual aggregate. Licensee will provide a certificate of insurance and include the University as an additional insured on the Licensee’s general liability policy or, if written as a separate coverage, on the sexual abuse and molestation policy.

1.2 University reserves the right to require Licensee to provide evidence of Licensee’s compliance with the requirements of this Section 1.

1.3 The requirements of this Section 1 are subject to the exclusion and exception in the Safety of Minors policy, if applicable.

**2. Consent Forms.** Licensee shall obtain a consent and waiver of liability form for each minor attending the Event, which authorizes Licensee’s employees or staff to take ill or injured attendees for medical treatment. Forms shall be signed by the parent or legal guardian of any minor attending the Event. Completed forms shall be retained by Licensee and made available to University upon request. Licensee understands that University is not responsible for ensuring that Licensee’s plans for the Event meet the guidance published by the CDC and MDH, nor is University responsible for ensuring Licensee adheres to its plans. Licensee specifically agrees to obtain a waiver of liability from each attendee in favor of the University related to the risk of exposure to COVID-19 or other communicable disease and the risk that an attendee may spread disease to others.

**3. Reporting of Incidents.** Licensee shall submit a University-approved report to the Facility manager within twenty-four (24)-hours of an incident that could give rise to University liability. All incidents shall be reported regardless of the severity or type of injury, including any incidents or allegations involving sexual misconduct. The filing of a report does not shift responsibility for claims from Licensee to University.