

UAF Student Recreation Center

Group Reservations



Remember:

- 1) Space is limited and fills up quickly
- 2) Protecting minors is so important that coming into the Student Recreation Center (SRC) with minors takes extra work up front.

Complete the Agreement & any other required documentation.

- 1) **Facilities/Premises Use Agreement**
- 2) **Insurance** (this info intended to help fulfill the requirements in **section 6 of the Agreement**):
 - a. Required:
 - i. General Liability \$1,000,000 per occurrence minimum with UA named as an “Additional Insured.”
 - ii. Workers’ Compensation Insurance meeting statutory requirements with a “Waiver of Subrogation” in favor of UA.
 - iii. Accident insurance for all participants.
 - iv. If there are minors in this group, proof of abuse insurance listing UAF as additional insured (normally this is a rider on your general liability insurance - contact your insurance agent for information).
 - b. If your insurance does not meeting these requirements, you can purchase supplemental insurance through https://www.alaska.edu/risksafety/b_insurance/insurance-coverage/event-insurance/, and attach the receipt to this packet to send to Nanook Recreation management.
- 3) **Protection of Minors** (if **section 1 of the Agreement** cannot be signed):
 - a. Provide this link &/or info to parents/guardians of all minors in your group: www.uaf.edu/safety/minors.
 - b. Complete background checks on all adults in contact with minors. You can find background check providers online, visit an Alaska State Troopers office, or verify there was a complete employment background check for each adult in contact with minors in your program. One potential resource is the National Sex Offender Public Registry at <https://www.nsopw.gov/en/>.
 - c. If the person filling out these forms also needs to be one the forms, another person must perform a background check on and fill out a Protection of Minors Certification Form on the person filling out the forms.

Return the completed documents at least 2 weeks prior to your first UAF Student Recreation Center entry each semester.

- 1) Send your complete packet to the Nanook Recreation staff member you are working with, or to UAF-Recreation@alaska.edu.
- 2) Visit the SRC or call 907-474-5886 to pay for your rental.

Completed paperwork and all required documentation must be reviewed by various UAF staff. There is no guarantee that the review will occur before your first scheduled time in the Ice Arena. If there is something missing from the documentation or if not all of the UAF review steps are complete, your scheduled time in the Ice Arena will need to be cancelled/refunded or revised.

Reservations will be tentatively booked in our system's calendar upon receipt of all the required documentation. Reservations are not final until all paperwork is reviewed for completeness and the reservation is paid for.

All groups are required to adhere to the Student Recreation Center Policies, see the last section of this packet for policy information.



FACILITIES/PREMISES USE AGREEMENT

This Agreement, dated this _____ day of _____, 20____, is between the University of Alaska, hereafter referred to as “UA” and _____ hereafter referred to as “Permittee”.

Permittee Contact Information:

Name: _____

Address: _____

_____ Phone: _____

1. **FACILITY/PREMISES.** UA agrees to permit the use of the (facility name/premises description)

UAF Student Recreation Center

Located at 1910 Tanana Loop, Fairbanks, AK 99775

under the terms and conditions described below.

Fill out information for property to be permitted for use:

Number of participants: _____ Number of spectators (if applicable): _____

Ages of participants (check all that apply): 0-12* 13-17* 18-20 21+

Please estimate the number of attendees under 18 years of age: _____

Sign here to certify that all minors will be supervised by their parents/guardians¹ during the event:

Print Name: _____

Signature: _____

Date: _____

¹ *If minors are not supervised by their guardians at all times, additional requirements will need to be met. Minors on UAF campuses require compliance of ALL applicable sections of the Protection of Minors Policy. You are responsible to provide a copy of the policy to all your participants’ parents, volunteers, staff, employees and chaperones. Copy of policy is here: www.uaf.edu/safety/minors. You must also sign a copy of the UAF certification form and provide insurance that covers claims for abuse which can be found at <https://www.uaf.edu/safety/minors/events-with-minors.php>.*

2. **TERM.** The term of this Agreement is from _____ to _____.

3. **PERMITTED USES.** Permittee shall use the UA facility/premises only for the following activities:

4. **SCHEDULE OF USE PERIODS.** Scheduling shall be solely within the province of UA. Permittee shall, upon request, submit written schedules of dates and times for its use of the facility/premises during periods covered by the request. Upon approval of any schedule, UA will make a good faith effort to reserve the facility/premises for the date and time requested. The parties acknowledge that there are numerous users of the facilities/premises whose time and needs UA must attempt to coordinate. UA does not guarantee availability of the facility/premises. UA shall not, in any event, be liable for unavailability of the facility/premises.

5. **INDEMNIFICATION.** Permittee assumes all responsibility, risk and liability for all activities of permittee, its employees, agents, invitees, contractors, subcontractors, or licensees, directly or indirectly conducted in connection with this Agreement, including environmental and hazardous substance risks and liabilities, whether occurring during or after the term of this Agreement. Permittee agrees to the fullest extent permitted by applicable law to indemnify and save harmless the University, its Board of Regents, officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury, emotional distress, or death to any person, or damage to any property, which may have arisen or be alleged to have arisen in connection with negligence of the Permittee; or which may arise or be alleged to have arisen as a result of a dangerous condition of or on the premises, unless the condition had not become more dangerous as a result of the Permittee's activities. Permittee shall accept any such cause or action or proceeding within 15 days of tender by the University of Alaska. This indemnification shall survive the termination of the Agreement.

Permittee expressly waives any and all claims of whatever nature, for any and all loss or damage sustained from any cause whatever, prior, during, or subsequent to the rental period, by reason of any defect, deficiency, failure, or impairment of the premises, including, but not limited to the water supply system, heating system, wires leading to or inside the premises, gas, electric, or telephone systems, automatic sprinkler systems or from any other source whatsoever. UA is not liable or responsible for any financial loss incurred by the Permittee due to unforeseen, extenuating or uncontrollable events, which cause failure of any or all of the facilities to operate or function during the period of this Agreement.

6. **INSURANCE.** Without limiting its indemnification, and at least two weeks prior to the intended use, Permittee will furnish UA with a Certificate of Insurance evidencing insurance coverage as indicated below:

6.1 Check either (A) or (B) below:

(A) Permittee's policy of commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence.

The commercial general liability insurance must include coverage for liability assumed under an insured contract (including defense costs assumed under contract) and shall name UA as an additional insured. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to UA.

(B) Permittee shall purchase liability insurance from the UA for a price of \$_____ (see rate schedule).

6.2 Workers Compensation insurance meeting the required statutory limits unless Permittee provides:

- I) A certificate of waiver approved by the Alaska Department of Labor; or
- II) Other sufficient written proof and/or affidavit that establishes to the satisfaction of UA that Permittee does not have any employees covered by the Alaska Workers Compensation Act.

Permittee shall purchase at its own expense, and maintain in force at all times during the term of this Agreement, the insurance required in this section. Failure to furnish satisfactory evidence of insurance, lapse of a policy, or inadequate

limits, is grounds for termination of this Agreement. All insurance limits are minimum. If the Permittee's policies contain higher limits, the UA shall be entitled to coverage to the extent of such higher limits.

See page 1 footnote 1 of this agreement for additional insurance requirements as they pertain to minors.

- 7. **PERSONAL PROPERTY.** Permittee, not UA, is responsible for loss of, or damage to, any personal property of Permittee, its guests, agents, employees, or invitees located within or on UA property, before, during, or after the term of the Agreement.
- 8. **USE OF UA NAME OR LOGO.** Permittee agrees not to use the name or logo owned by or associated with the UA or the name of any representative of the UA in any form of publicity without the written permission of the UA in each instance.
- 9. **CLEANING-VANDALISM.** During the periods of facility/premises use by Permittee, Permittee shall be responsible for vandalism or damages occurring during its use. Permittee shall be responsible for the expense of cleanup at the conclusion of each use.
- 10. **ADDITIONAL SERVICES.** Permittee shall reimburse UA for any and all services not included in this Agreement but requested by Permittee or required to fulfill Permittee's responsibilities under the terms of this Agreement including, but not limited to, cleanup not accomplished by Permittee.
- 11. **RENT.** Permittee agrees to pay to UA the sum of \$_____ for the use of the facility/premises. Said sum will be paid at least seven (7) days before the intended use of the facility/premises. Charges for cleaning and damages will be billed to the address of the Permittee as shown below and are due in full upon receipt of the billing.
- 12. **ASSIGNMENT.** No benefit under this Agreement may be assigned nor may any duty under this Agreement be delegated without the written consent of the other party.
- 13. **TERMINATION.** This Agreement may be terminated by either party in the event of non-performance by the other.
- 14. **INTERPRETATION.** This Agreement constitutes the entire agreement between the parties, superseding all previous representations, discussions, and agreements between the parties. This Agreement shall be binding upon and shall inure to the benefit of the successors and, subject to the provisions relating to assignment, the assigns of each of the parties. This Agreement shall be interpreted in accordance with Alaska law, excepting choice of law provisions. Suit or claims related to this agreement must be brought in the superior court for the 4th Judicial District, at Fairbanks, Alaska.
- 15. **NOTICES.** Any notices concerning this Agreement and all notices required by this Agreement shall be given in writing and shall be personally delivered or mailed to the addresses designated by the parties below.

PERMITTEE:

UNIVERSITY OF ALASKA

BY: _____
(Signature)

BY: _____
(Signature)

(Print name) (Title)

(Print name) (Title)

DATE: _____

DATE: _____

I further state that I have authority to act in behalf of the above named organization.

WAIVER OF INSURANCE REQUIREMENTS:

If the Permittee cannot meet the University's insurance requirements for facilities/premises use, a written request from the Permittee explaining why must be attached. If the exposure to loss is substantially limited by the nature of the facilities/premises use, the insurance requirement may be waived by the System Office of Risk Services Director or his/her designee by signing below:

Commercial General Liability Insurance Waiver Request:

Approved:

NOT Approved:

Workers' Compensation Insurance Waiver Request:

Approved:

NOT Approved:

Comments: _____

Signature: _____ Date: _____

System Office of Risk Services Director or Designee

Distribution: UA Facility manager Permittee

UAF PROTECTION OF MINORS CODE OF CONDUCT REQUIREMENTS

All employees, volunteers or any adult participating in UAF programs, events and activities covered by this Policy:

- Will treat minors with respect at all times.
- Will treat minors fairly regardless of race, sex, age, religion, sexual orientation or gender identity.
- Will adhere to uniform standards of affection as outlined in any applicable university or program specific procedures.
- Shall not date or become romantically involved with minors.
- Shall not have secrets with Minors.
- Shall not engage in private displays of affection.
- Shall not stare at or comment on the minors' bodies.
- Shall not swear or tell off-color jokes.
- Shall not use or be under the influence of alcohol or illegal drugs in the presence of Minors or during such programs or activities which includes events held on UAF premises.
- Shall not discuss sexual encounters, have sexually oriented materials, or in any way involve Minors in their personal issues.
- Shall not abuse Minors in any way including physical abuse, verbal abuse, mental abuse, sexual abuse or neglect.
- Shall not allow minors to engage in hazing, bullying, derogatory name-calling, games of "Truth or Dare," ridicule, or humiliation.
- Shall not engage in any private communication through any form of electronic or other types (i.e. letters, cards, notes) of media with minors using personal electronic media accounts, including, but not limited to, Facebook, email, texting, tweeting, following, friending, and on-line gaming.
- Shall not have one-on-one contact with Minors outside the presence of others.
- It is expected that activities where Minors are present shall involve two or more employees, Authorized Adults, or Volunteers.
- *Mentoring programs that involve private instruction of Minors (laboratory, music instruction, etc.):* the parent or legal guardian should be asked to remain; otherwise when only one adult is present, the activity should take place in a room where a window is present to allow for outside visibility. If no window is present, then the door shall remain open if possible.
- Shall not participate in an overnight activity under the auspices of a program, event or activity, unless
 - A parent or legal guardian has given their written consent;
 - At least two Authorized Adults, employees or volunteers are present but one must be an Authorized Adult;
 - No Authorized Adult, employee, or volunteer shall share a room, tent, or sleeping area with a Minor unless they are the Minor's parent or legal guardian.
- Shall avoid outside program contact with minors.

UAF PROTECTION OF MINORS CODE OF CONDUCT REQUIREMENTS

- Shall not be alone with a Minor in the adult’s living quarters and vehicles.
- Shall not shower, bathe, “skinny dip”, or undress or be naked in the presence of Minors. If there is a need to bathe, shower or undress, facilities for cis-gender, transgender minors should be made available as are available.
- Authorized Adults shall make sure suspicious or unknown individuals do not occupy the stall before allowing a child to use the facilities. An Authorized Adult should stand outside the doorway while a child is using the restroom. If Authorized Adults must assist younger children, doors to the stall must remain open.
- Shall not allow Minors into high-risk areas (see Section 5.6) without review and permission from UAF Risk Manager.
- Shall not make pornography in any form available to Minors participating in programs, events and activities covered by this Policy or assist them in any way in gaining access to pornography.
- Shall not take any photographs or videos of Minors or post photographs or videos on a digital, electronic, hosted media, web-based service or any other medium without first obtaining a release from the Minor’s parent or legal guardian.

I have read and agree to abide by the conduct requirements listed above. This agreement must be signed annually for any work with minors and again if working for another department, camp, or class at UAF.

Printed Name: _____

Signature: _____

Date: _____



University of Alaska Fairbanks Protection Of Minors Certification Form

Groups, businesses, organizations, clubs, etc. who use UAF facilities and property for events, programs or activities that include minors are required to certify that they have completed the following:

- Reviewed and will follow the University of Alaska Fairbanks Protection Of Minors (POM) Policy [http://www.uaf.edu/files/safety/minor_files/Protection-of-Minors-Policy-FINAL-w-Signature.pdf]
- Completed a local, state, and nationwide criminal and sex offender background checks as described in the POM Policy for any persons considered authorized adults according to the definition in the POM Policy
- Trained all the adults that will be interacting with minors in the identification, prevention and reporting of the sexual abuse of minors; (UAF training is available, please contact person below)
- That no adults working with minors is convicted of a crime of violence, neglect, reckless endangerment, or abuse against a minor or vulnerable adult; are a registered sex offender; have been convicted of possession of child pornography.
- Adhere to the contractor's written policies related to the supervision of minors. At a minimum the contractors supervision procedures should included: Minimum adult to minor ratios; How to supervise minors during overnight activities; A signed Code of Behavior; How to supervise minors during activities that are associated with water use, including, but not limited to pools, showers, bathing areas, swimming, etc.; How to supervise minors during transition times, including drop-off and pick-up; Mandatory reporting of incidents or allegations of sexual misconduct, (involving adults or minors) according to existing University procedures.

You will also need to attach a certificate of insurance to this form that includes coverage for claims and losses of abuse. If this is unavailable under a current insurance policy, it can be purchased at:

http://www.alaska.edu/risksafety/b_insurance/insurance-coverage/event-insurance/

For questions, please contact

Frances Isgrigg, Director, Environmental,
Health, Safety and Risk
fisgrgg@alaska.edu 907-474-5487

Brandon Crus, Risk Manager
brcruz@alaska.edu 907-474-6164

This letter is to certify that all Authorized Adults and Caregivers associated with _____ (see definitions in Protection of Minors Policy) have completed the aforementioned requirements prior to being permitted to participate in programs that include Minors. I further certify that _____ has performed or reviewed background checks on all Authorized Adults/Caregivers and has not identified any negative results.

List of Authorized Adults and Caregivers (list can be attached) or filled in below:



**University of Alaska Fairbanks
Protection Of Minors Certification Form**

Signature [Activity, Program Leader] _____ **Date** _____

Printed Name _____ **Title** _____

UAF and/or UAF Nanook Recreation policy (shortened, see Recreation staff for complete policies)

All University policies and guidelines apply to the use of this facility. We reserve the right to make revisions or additions to any or all Nanook Recreation policies.

Policy enforcement

Nanook Recreation reserves the right to enforce all policies and procedures, written or implied. Failure to abide by any or all of the policies described in this document may cause revocation of use privileges. Length of use privileges being revoked and the potential for engaging other UAF departments will be up to judgement of Nanook Recreation staff and the severity of the infraction.

General SRC facility

- When crossing courts, yield to play on courts.
- Clean shoes required to use facility. Please change dirty shoes at entry.
- Unsportsmanlike conduct is not tolerated
- No throwing to the track or dropping items from the track
- No profanity
- Any minor entering the building MUST be with their parent/guardian at all times, whose minimum age is 18.
- Bicycles are not allowed in the buildings.
- Polar Express, or Nanook Recreation Membership or State ID required for entry.
- Abuse of property will not be tolerated.
- Climbing wall use requires a current safety/belay certification.
- Your participation is voluntary. You assume all risks of physical injury and loss of possessions incurred during participation
- Keep the floor clear of bags, clothes, jackets, etc. Sport specific equipment is appropriate in specific areas (i.e. chalk in weight room and water bottles on track).
- Lock and store personal items in the lockers, located in the locker rooms.
- On the track, runners need to stay in the run lane and walkers in the walk lane.
- Group participants who enter the SRC under the rental of the renting group are limited to using only the portion of the facility the group rented (which always includes the use of the locker rooms).

Minors in the SRC

- The UAF SRC minor policy is designed to provide all users with both protection and maximum enjoyment of the facility while providing them with the opportunity to utilize the facilities in a structured and equitable manner.
- Minors are defined as children under the age of 18.
- Minors cannot be present in the SRC without a parent or guardian present in the SRC.
- Minors under the age of 14 must be within sight and under the immediate control and direct supervision of their parent/guardian at all times. Parents and minors cannot be in/on two different courts or activity areas at the same time.
- If staff observe an unaccompanied minor, they have been instructed to address the situation by talking to the minor, finding the adult, and informing them of our policy.
- Minors over the age of 5 are not permitted in the locker room of the opposite sex. Concerned families can use the gender neutral facility in the Patty Ice on the second floor.

Check-in at the SRC

All individuals, including those in groups, check in to the SRC at the SRC Front Desk. If the electronic check in process is not utilized for a reason determined by the SRC Front Desk employee, participants will sign a physical sign-in sheet that includes the “Student Recreation Center Agreement to Participate.”

Student Recreation Center Agreement to Participate

1. I am aware that in participating in intramural, sports club or other recreational activities involves several inherent risks of bodily injury. In consideration to the right to participate in any of these activities, I waive and release any and all rights and claims for damage I may have against the University of Alaska, its Board of Regents, officers, employees and agents, for any and all injuries suffered while participating in any of these activities unless such injury is caused by the gross negligence of the University of Alaska. I give consent to emergency treatment, including hospitalization as may be needed.
2. I hereby agree to submit any disputes that may arise between myself and the University of Alaska, its agents, servants, and binding arbitration in accordance with the rules of the American Arbitration Association.
3. I am in good health and able to undertake in an intramural program, sport club, or other recreational activity.
4. All children under the age of 19 (except full time UAF students) must be accompanied and supervised by a parent or guardian at all times within the SRC facilities.