

Ropes Course Agreement

Villanova University

This Agreement, between VILLANOVA UNIVERSITY, located at 800 Lancaster Avenue, Villanova, Pennsylvania 19085 (“Villanova”) and

 (“User”), located at

 is

made on _____ (date). The parties agree:

Villanova agrees to grant User limited access to and the right to use Villanova’s Ropes Course and to have its guests, employees and attendees (“Individuals”) participate in activities scheduled to take place on Villanova’s Ropes Course (the “Activity”) under the terms, conditions and limitations set forth in this agreement.

1. Time and Date of Activity:

Date: _____.

Rain Date: _____.

In the event that the Activity cannot be held on the Date or Rain Date, the parties will endeavor to reschedule the Activity for a mutually convenient date and time. If the Activity is cancelled, payment will be refunded to User.

Time of Activity: _____.

2. ESTIMATED ATTENDANCE: _____.

User must confirm a final count of the number of Individuals participating in the Activity one week prior to the date of the activity. User agrees to pay for the number of participants confirmed in the final count regardless of whether fewer Individuals actually participate in the event. In the event that more Individuals participate in the Activity than the number provided in the final count, User will pay for the actual number of Individuals.

3. Payment. Full payment of the charges for the Activity shall be due one week prior to the date of the Activity. User will be billed for Individuals participating in the Activity in excess of the final count. Payment will be due 30 days from the date of the invoice. User will pay a late payment fee of 1% per month on delinquent charges.

4. Villanova Representative. A duly authorized representative of Villanova shall be in attendance at all times throughout the Activity.

5. Participation of Minors. If the Activity involves the participation of Minors (defined as persons under the age of 18 unless accompanied by an adult family member over 18), all of the requirements of Appendix A, attached hereto, shall apply and be satisfied by User for the duration of the Activity.

6. Compliance with Laws, Rules and Regulations. User agrees that User and all of the Individuals participating in the Activity shall abide by, conform to and comply with all applicable laws, rules and regulations and instructions of the Villanova representatives for use of the Ropes Course. User agrees that the Individuals participating in the Activity will not consume any alcoholic beverages or

non-therapeutic drugs prior to or while participating in the Activity and that all of the Individuals participating in the activity will engage in the activity in a cautious and prudent manner.

7. Waiver, Release and Indemnity. Villanova, its agents and employees shall not be responsible or liable for any loss or damage to the property of User or Individuals or for personal injuries sustained by User or Individuals arising from participation in the Activity. User recognizes and acknowledges that certain risks are involved in participating in the Activity (including, without limitation, injuries that might be incurred in falling, slipping, crashing and colliding and contact with ropes, harnesses and other equipment, buildings, other Individuals, the ground and objects on or around the Ropes Course) and User voluntarily assumes those risks. Such risks may include, but not be limited to loss of or damage to property or illness or physical injury, including death.

User agrees that all Individuals participating in the Activity will sign a **Waiver, Release and Indemnity** in the form of Appendix B, attached to this Agreement. No Individual will be allowed to participate in the Activity unless they or their parent or legal guardian, if under age 18, have signed the **Waiver, Release and Indemnity**, but User will nevertheless be responsible for payment of charges for the final count of Users provided one week prior to the Activity.

User and Individuals shall exercise good care in the use of the Ropes Course and will be liable to Villanova for any damage or loss to the Ropes Course or to any other real or personal property of Villanova caused by the act or omission of User or Individuals and arising from their participation in the Activity.

User agrees that it will **not** hold Villanova or its Trustees, Officers, employees, agents, students or volunteers, (collectively the "Releasees") responsible for any injury, including death, to any person arising from the Activity. User agrees that it will **not** seek damages from the Releasees for personal injury, including death, arising in any way out of the Activity and User agrees to indemnify, defend and hold harmless the Releasees to the maximum extent allowed by law from any claims and costs (including, but not limited to, attorneys' fees) arising from any injury, death, loss or damage to any persons or property in connection with the Activity or User's or Individual's presence on any other part of Villanova's campus.

8. Publicity. Neither party shall use directly or by implication the name of the other or any staff member, faculty member, student or employee of the other in connection with any products, publicity, promotion, financing or advertising without the prior written permission of the other party, which permission will not be unreasonably withheld. It is understood and agreed upon that User will list, in marketing and acceptance materials, Villanova University as the site for the User's program, and that Villanova will list User in its schedule of guest groups. In addition, if User takes or causes to be taken any photos or videos while on Villanova's property, these photos or videos may not be used or sold for commercial purposes by User without prior notification and pursuant to written permission of the Villanova.

9. Delays. Villanova shall not be held liable for any delays or nonperformance due, directly or indirectly, to any cause beyond Villanova's reasonable control, including, but not limited to, destruction of or damage to the Ropes Course.

10. Insurance A Certificate of Insurance must be received by Villanova at least one week prior to the Date of the Activity. Please note the certificate must include **Villanova University as an "additional insured"** under the Commercial General Liability and Automobile Liability, which must provide the minimum limits set forth below. The certificate should also indicate whether the General Liability policy is written on a "claims made" or "occurrence" basis and shall include an agreement to provide Villanova with 30 days notice prior to cancellation or expiration of the insured's policy.

User shall have the following insurance coverages:

Workers Compensation & Employer’s Liability: Statutory amount

Commercial General Liability: \$ 1 million each occurrence; \$2 million aggregate (including physical/sexual abuse/molestation and harassment coverage if any of User’s attendees are Minors (under age 18))

Automobile Liability (if applicable): \$1 million each accident

Property coverage for owned or leased equipment

The Commercial General Liability policy must cover User’s liability for claims that arise from activities sponsored by User but conducted on premises not owned by User. In addition, the Commercial General Liability policy must provide coverage for claims of physical/sexual abuse/molestation and harassment, with no exclusions or sub limits on such coverage, if any of Licensee’s attendees are Minors (under age 18.)

User agrees that the insurance shall be primary coverage, and the insurers waive subrogation rights against Villanova for any injuries or damages. If the insurance is cancelled for any reason, User must notify the Villanova immediately and Licensor reserves the right to terminate this Agreement in that event

11. Entire Agreement. This Agreement constitutes the entire understanding and Agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior written or oral agreements or understandings existing between the parties concerning the subject matter hereof. No amendment to any provision of this Agreement shall be effective unless in writing and signed by each party. The terms of this Agreement are severable and if any term or provision is found by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions shall be in force.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this License Agreement the day and year above written.

USER:

BY: _____ DATE: _____

TITLE: _____

VILLANOVA: **VILLANOVA UNIVERSITY**

BY: _____ DATE: _____

TITLE: _____

Appendix A

Additional Terms for Events Attended by Minors

The following terms and conditions shall apply during the duration of any Event at which any of Licensee's attendees are Minors (defined as persons under the age of 18 unless accompanied by an adult family member over 18). For purposes of this Appendix A, "Licensee" shall mean the User and "Event" shall mean the Activity.

A. Minimum Age. No child under the age of six may participate in any Event unless the child is accompanied at all times by his or her parent or guardian.

B. Background Checks. Licensee shall ensure that all of its employees, contractors, and volunteers working with Minors at the Event ("Adults") have successfully completed the following background checks within one (1) year prior to the start of the Event:

- a. Pennsylvania State Police Access to Criminal History (PATCH)
- b. Pennsylvania Department of Public Welfare Child Abuse History Clearance
- c. Federal Criminal History Record Information (FBI fingerprint check)

C. Reference Checks. Licensee shall conduct reference checks for all of its Adults working at the Event.

D. Youth Protection Training. Licensee shall provide youth protection training for all of its employees, contractors and volunteers that covers, at a minimum: basic warning signs of abuse or neglect of Minors; guidelines for protecting Minors from emotional and physical abuse and neglect; and procedures for reporting incidents of suspected abuse, neglect or improper conduct.

E. Staffing Ratios. Licensee shall meet the following minimum ratios of Adults to Minors at all times during the Event:

Ages	Adult-to-Minor Ratio for Overnight Programs	Adult-to-Minor Ratio for Day Programs
6 to 8	1:6	1:8
9 to 14	1:8	1:10
15 to 17	1:10	1:12

For purposes of these staffing ratios, the Adults must be at least 18 years of age and have completed required youth protection training before interacting with Minors. If a Minor's parent or guardian supervises the Minor at all times during the Event, the required minimum staffing ratios do not apply to that Minor. The parent or guardian shall not supervise other children without qualifying as an Adult volunteer for the Event, requiring the above background and reference checks, youth protection training and staffing ratios.

F. Behavioral Expectations.

1. Throughout the Event, Licensee shall ensure that any Adults participating in an Event ***shall not***

- a. Be alone with a Minor. If one-on-one interaction is necessary, the interaction must take place in an area visible to others to ensure there is no opportunity for privacy.
- b. Enter a facility in use by a Minor such as a bathroom, locker room, residence hall room (if applicable), or similar area without another Adult present, consistent with the requirement of avoiding one-on-one contact with Minors.

2. Minors shall be restricted to designated general-use facilities such as athletic fields, public spaces, academic buildings. Places off-limits to Minors include: storage rooms, equipment rooms, athletic training rooms, staff/faculty offices, closets, attics, unfinished basement space, and other areas not needed for Event activities.

3. Minors shall be prohibited from utilizing equipment that poses special hazards such as:

- Power tools
- Scaffolds, ladders, and similar equipment involving heights
- Cooking equipment involving heat such as rotisseries, deep fryers, and grills
- Food slicers
- Kilns
- Lawn mowers
- Golf carts, gators, or other motorized vehicles
- Hoisting apparatus
- Compactors

4. Licensee shall assign a supervisory Adult to be on-site and available to Minors at all times.

G. Rules and Disciplinary Measures for Programs in Villanova Facilities

Villanova shall develop and make available to all Adults and Minors participating or working at the Event the rules and disciplinary measures applicable to the Event. Event participants and staff must abide by all University regulations and may be removed from the Event for non-compliance. Event rules must include the following:

1. The possession or use of alcohol and other drugs, tobacco products, fireworks, guns, and other weapons is prohibited. Villanova prohibits smoking in all University buildings.

2. Licensee's Staff and Participants must park vehicles in accordance with Villanova parking regulations.

3. No theft or violence, including sexual abuse, harassment, hazing or bullying (cyber or otherwise) will be tolerated.

4. Misuse or damage of Villanova property is prohibited. Charges will be assessed against those responsible for damaging or misusing Villanova property.

5. The inappropriate use of cameras, imaging, digital devices and electronic communications is prohibited, including use of such devices in showers, restrooms, or other areas where privacy is expected.

6. In no event will any Villanova representative be responsible for the administration of medication to Minors.

H. Crime and Child Abuse Reporting. Licensee shall require their employees, agents, contractors and volunteers to immediately report any crimes including, but not limited to, incidents of sexual assault or physical/sexual child abuse, that occur during the Event or on Villanova's campus to Villanova's Director of Public Safety at (610) 519-4444. In addition, Licensee shall comply with all applicable federal, state and local laws relating to the reporting of suspected child abuse of any child under 18 participating in the Event, including the Pennsylvania Child Protective Services Law, 63 Pa. C.S.A. § 6301 et seq., as it may be amended from time to time. Licensee shall be responsible for instructing all employees, agents and contractors of their reporting responsibilities under this paragraph.

I. Allegation of Inappropriate Conduct. If an allegation of inappropriate conduct has been made against one of Licensee's employees, volunteers, contractors, consultants, or agents working for Licensee in connection with an Event, or against any Participant at the Event, then Licensee shall immediately discontinue that individual's participation in the Event until such allegation has been resolved to Villanova's satisfaction.

J. Right to Audit.

Villanova reserves the right, at any time upon reasonable notice to Licensee, to audit the books, records and protocols of Licensee to ensure adherence to the requirements set forth in this Appendix A.

Appendix B

Waiver, Release and Indemnity

I, the undersigned Participant, wish to participate in Ropes Course activities scheduled to take place on the campus of Villanova University during the _____ Academic Semester (the “Activity”).

I fully recognize that certain risks are involved in participating in the Activity (including, without limitation, injuries that might be incurred in falling, slipping, crashing and colliding and contact with ropes, harnesses and other equipment, buildings, other individuals, the ground, and objects on or around the site) and I voluntarily assume those risks for myself, my estate, personal representative, heirs, legatees, devisees and anyone claiming by or through me (collectively, the “Releasers”). Such risks may include, but not be limited to, loss of or damage to property or illness or physical injury to me up to and including death.

I will not consume any alcoholic beverages or non-therapeutic drugs prior to or while participating in the Activity. I agree that I am responsible for all of my own loss, liability and expenses, including medical expenses in connection with the Activity. I certify that I have no physical, mental, psychological or medical condition that would prohibit me from participating or materially increase the risk to me or others of my participating in the Activity and that I have adequate insurance to cover any medical expenses for any injuries that may arise out of the Activity. I will engage in the Activity in a prudent and cautious manner. I will not (i) act in any way which shall interfere with the lawful running or operation of the Activity or equipment used in connection with the Activity or (ii) engage in any harmful conduct or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person. I hereby authorize Releasees (hereafter defined), at their discretion, to administer to or seek for me first aid and other emergency medical services (including, without limitation, the Heimlich maneuver, mouth-to-mouth resuscitation, cardio-pulmonary resuscitation (CPR) and defibrillation) and transportation for further medical care, but I acknowledge that Releasees may not be present or may not elect or be able or competent to administer or seek such aid or services or transportation.

I AGREE THAT I WILL NOT HOLD VILLANOVA UNIVERSITY OR ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, STUDENTS OR VOLUNTEERS (COLLECTIVELY, THE “RELEASEES”) RESPONSIBLE FOR ANY INJURY I MIGHT INCUR IN CONNECTION WITH THE ACTIVITY OR SEEK DAMAGES FROM ANY OF THE RELEASEES IN ANY FORM, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS AGAINST EACH OF THE RELEASEES FOR PERSONAL INJURY, INCLUDING DEATH, ARISING IN ANY WAY OUT OF MY PARTICIPATION IN THE ACTIVITY AND AGREE TO INDEMNIFY, DEFEND AND HOLD EACH RELEASEE HARMLESS FROM ANY SUCH CLAIMS. I RECOGNIZE THAT THIS RELEASE MEANS I AM GIVING UP, AMONG OTHER THINGS, RIGHTS TO SUE THE RELEASEES FOR INJURIES, DAMAGES OR LOSSES I MAY INCUR. I ALSO UNDERSTAND THAT THIS RELEASE BINDS MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, AS WELL AS MYSELF.

I certify that I have read and understand the above statements and that they are true and accurate, and that the signing of this Waiver, Release, and Indemnity is completely voluntary.

READ ABOVE CAREFULLY BEFORE SIGNING BELOW.

Participant’s Printed Name

Participant’s Signature

Date

If Participant is under the age of 18 years, signature of parent or legal guardian is required

Parent’s Printed Name

Parent’s Signature

Date
