

Complete Policy Title:
Student Event Risk Management Policy

Policy Number (if applicable):

Approved by:
Senate

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Responsible Executive:
**Associate Vice-President (Student Affairs) and
Dean of Students**

Enquiries:
**Environmental and Occupational Health Support
Services**

DISCLAIMER: *If there is a Discrepancy between this electronic policy and the written copy held by the policy owner, the written copy prevails.*

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PREAMBLE/PURPOSE

1. All student(s) and student groups organizing events on or off campus are expected to support and enhance the goals of the University.
2. This policy is intended to:
 - a) provide a framework for planning a student event;
 - b) promote the health and safety of student(s) or event participants in the organization and execution of events either on or off campus;
 - c) outline the appropriate procedures to follow in order to minimize risk for; the student group, the student(s), event participants and the University when organizing events;
 - d) define the responsibilities and risk management practices required to promote care in the planning of activities for student(s) and student groups;
 - e) through adherence and compliance with the Policy to lessen personal liability of any specific persons through compliance with coverage conditions under applicable insurance policies.

DEFINITIONS

3. When used in this policy:

“Event” means a scheduled activity, occurring on or off campus, organized by student(s) that has one or more of the following characteristics:

- a) involves the expenditure of funds by a University Recognized Student Group;
- b) is sponsored and/or organized by a University Recognized Student Group.

“McMaster University Administration” refers to University officers, staff and employees responsible for the creation or implementation of policies, practices and procedures associated with Risk Management.

“Primary Event Organizer” means the individual who is leading the planning and implementation of an Event.

“Risk Management” means the process of planning, leading, organizing and controlling activities in order to: minimize injury or harm to students, Event participants, or bystanders, and minimize financial losses arising from legal responsibilities and liabilities to the Primary Event Organizer, University Recognized Student Groups, the McMaster Student Union (MSU) and the University.

“University Recognized Student Group” includes any one of the following organizations:

- a) student groups that have been recognized under the McMaster Students Union Operating Policy – Clubs Recognition, or
- b) student groups that have been recognized under the University Policy on the Recognition of Student Groups

- c) for the purposes of Sections 17-19 of this policy only, the McMaster Students Union (MSU), the Graduate Students Association (GSA), and the McMaster Association of Part-time Students (MAPS)

“University Space” is to be understood in accordance with the Policy on the Use of University Facilities for Non-Academic Purposes, Section 1.

“Student” means a person who is registered in a course of study approved by the Senate.

“Waiver” means a document to be signed by the participant(s) to acknowledge the inherent risk(s) associated with an Event. Waivers must be completely filled out and must be specific to an Event. Generic waivers will not be accepted.

In this document, words in the singular may, when the context so warrants, signify the plural.

SCOPE

4. This policy applies to all University Recognized Student Groups that plan and hold an Event as defined in this policy.

RELATED DOCUMENTS

5. This document is to be read in conjunction with the following policies and statements:
- a) Laws of the Land, including but not limited to: the Criminal Code of Canada, Occupiers Liability Act, the Liquor Licence Act;
 - b) McMaster Alcohol Policy;
 - c) McMaster Students Union Operating Policy - Clubs Recognition;
 - d) McMaster University Workplace Environmental Health and Safety Policy;
 - e) Policy on the Use of University Facilities for Non-Academic Purposes;
 - f) Residence Code of Conduct;
 - g) Student Code of Conduct;
 - h) University Policy on Recognition of Student Groups;
 - i) Regulations Governing Welcome Week.

RESPONSIBILITIES

All Members of the McMaster Community

6. All members of the university community (students, faculty, staff, administration) have a responsibility to create a safe environment at Events as described in this policy.

McMaster University Administration

7. McMaster University Administration is responsible, for developing and updating policies and procedures relating to Risk Management and the planning of Events.

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8. McMaster University Administration is responsible for:
- a) disseminating information about this policy and the expectations set out herein;
 - b) developing, or assisting the MSU to develop, guidelines to be used by University Recognized Student Groups and Primary Event Organizers in planning and implementing Events;
 - c) providing the resources of the office of Environmental and Occupational Health Support Services to ensure the proper and effective implementation of this policy and the procedures contained herein or developed to support this policy; and
 - d) governing University Recognized Student Groups in accordance with University policies.

The McMaster Students Union (MSU)

9. The MSU is responsible for developing and updating policies and procedures relating to Risk Management and the planning of Events.
10. The MSU is further responsible for:
- a) disseminating information about this policy and the expectations set out herein;
 - b) developing, or assisting McMaster University Administration to develop, guidelines to be used by University Recognized Student Groups and Primary Event Organizers in planning and implementing Events;
 - c) providing the resources to ensure the proper and effective implementation of this policy and the procedures contained herein or developed to support this policy; and
 - d) governing University Recognized Student Groups organized under the McMaster Students Union Operating Policy – Clubs Recognition.

Primary Event Organizer

11. The Primary Event Organizer of any Event is responsible for ensuring that all the requirements of this policy are met including all requirements related to the planning and implementation of the Event.
12. The Primary Event Organizer is also responsible for:
- a) dealing appropriately and safely with any problems that might arise leading up to, during and following the Event;
 - b) any breaches of this policy that may occur during the planning and implementation of the Event; and
 - c) attending the Event.
13. Failure by the Primary Event Organizer to meet his or her responsibilities as set out in this policy, or to follow any applicable law, statute, regulation or policy, will result in the Primary Event Organizer facing sanctions under the applicable University or MSU policies.

University Recognized Student Group

14. The University Recognized Student Group is responsible, as an organization, for ensuring that all the requirements of this policy are met including all requirements related to the planning and implementation of an Event.
15. The University Recognized Student Group is responsible for identifying to the University and the MSU the Primary Event Organizer for each Event.
16. Failure by the University Recognized Student Group to meet its responsibilities as set out in this policy, or to follow any applicable law, statute, regulation or policy, will result in the University Recognized Student Group facing sanctions under the applicable University or MSU policies.

PROCEDURES

17. The Risk Management process involves the following steps:
 - a) planning and evaluating the risk associated with the Event by completing the appropriate documentation, including Waivers, provided by the MSU and the University; and
 - b) obtaining all required approvals including final signature from Environmental and Occupational Health Support Services, or the Director of Athletics and Recreation, or the Director of Housing and Conference Services, as appropriate.
18. No University Space shall be booked until the process set out in section 17 above is completed and approval is granted. In the circumstances that space for an Event has been improperly booked prior to the completion of the process in section 17, Environmental and Occupational Health Support Services shall deny approval of the Event.
19. No Event shall take place unless the Risk Management process as set out in section 17 has been completed and approval granted.

OFFENCES AND SANCTIONS

20. Failure of the Primary Event Organizer and/or the University Recognized Student Group to fulfill any of the responsibilities or procedures set out in sections 11-19 shall constitute an offence under one or more of these policies:
 - a) the Student Code of Conduct (SCC);
 - b) the Residence Code of Conduct (RCC);
 - c) McMaster Student Union Policy on Clubs Recognition; and/or
 - d) University Policy on the Recognition of Student Groups.
21. Any question of which policy or policies should apply shall be determined at the discretion of the Associate Vice President (Student Affairs) and Dean of Students in consultation with the MSU Board of Directors.

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22. For information on the process for handling an alleged offence and possible sanctions, please refer to the specific policy or policies that apply.
23. Possible sanctions for breaches by the Primary Event Organizer include but are not limited to:
- a) Written reprimand;
 - b) Educational sanctions;
 - c) Loss of privileges;
 - d) Suspension from the University;
 - e) Expulsion from the University.
24. Possible sanctions for breaches by the University Recognized Student Group include but are not limited to:
- a) Written reprimand;
 - b) Educational sanctions;
 - c) Loss of privileges;
 - d) Suspension of status as a University Recognized Student Group;
 - e) Loss of status as a University Recognized Student Group.

INSURANCE

25. Insurance policies for commercial general liability and property coverage are held by McMaster University, the MSU, the McMaster University Student Centre (MUSC), and other organizations at McMaster.

IMPLEMENTATION

26. McMaster University Administration and the MSU recognize that the successful implementation and use of this Policy will require much consultation and communication between them. Each group undertakes to consult, and communicate regarding the implementation, use and amendment to Policy in a good faith manner in order to ensure the Policy's success.

RECORDS

27. Records including forms, approvals, waivers and incident reports shall be retained by the applicable University office for all Events for a period of seven years from the date of the Event.

Forms: There are four (4) risk management forms that follow:

- i) Student Event Planning/Approval Form
- ii) Spectator/Cultural/Social Events/Bus Trips/Event Involving Alcohol Waiver
- iii) Participatory Sporting Event Waiver
- iv) Bus Monitor Contract

McMaster University
Student Event Planning/Approval Form

NOTE: The Primary Event Organizer must submit this form to Environmental & Occupational Health Support Services (EOHSS) for approval a minimum of five (5) business days prior to the event.
(With the exception of Welcome Week)

Name of Sponsoring Organization: _____

Primary Event Organizer : (must attend)	Name:
	Position:
	Telephone:
	Email:
	Signature:
Event Contact: (must not attend, must be available in Hamilton)	Name:
	Position:
	Telephone:
	Signature:

Name/Description of Event: _____

Purpose: _____

Event Date(s): _____ Tentative Confirmed

Exact Destination:
On Campus: _____
Off Campus: _____

Expected Number of Participants: _____ Start Time: _____ Finish Time: _____

Please describe your event by indicating which of the following components it includes and the steps you will take to minimize any risk involved. If your event includes additional components, please use the space provided in section VI. to describe them and to indicate the steps you will take to minimize any risk involved.

Nature of Event/Components Involved:

- | | | | | |
|--|-----|--------------------------|----|--------------------------|
| I. Alcohol is available for consumption | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| a) served by bartender/venue | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| b) served by student organization reps at no cost | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| c) served by student organization reps/bar staff at cost to participants | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

NOTE: If “yes” to (c), the event must be licensed. Please refer to McMaster University Alcohol Policy, Appendix A, p. 11, for licensed locations on campus. Only Hospitality Services can operate/license outdoor events on campus: applications for such events must be submitted 30 business days prior to the event. Residence leaders seeking approval to host a licensed event in residence must submit a completed “Application for Special Occasion Permit: Reception-Sale” with this approval form to the Director, Housing Services, 15 business days prior to the event.

Action Steps To Minimize Risk:

Bartender/venue management aware of their responsibility not to over serve	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Minimum of one non-drinking volunteer designated to monitor every 25 attendees	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Bus Monitor Contract Signed (Appendix C)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
No attendee under the age of 19 will be served alcohol	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Waivers will be administered (samples in Appendix D)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Other	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

II. Lecture, Demonstration, Meeting, Guest Speaker Yes No

Topic/Subject _____

Name of Lecturer or Guest Speaker _____

Moderator (Name) _____

Security Services Informed of the event	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Outside Attendance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Clubs contacted who may be impacted	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Steps taken to include all who wish to attend	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

III. Travel Yes No

Arrange group transportation	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Rent cars/vans	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Rent bus - name of company: _____	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Out of province/country	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Action Steps To Minimize Risk:

Travel arrangements are made for attendees with special needs	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Arrival/departure times known by all attendees	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Attendees know contingency plan for missing return transportation	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
No alcoholic beverages permitted on bus	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
No intoxicated individuals will board bus	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Attendees bring health card, identification (and passport, as required)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Bus Monitor Contract signed (Appendix C)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If renting a vehicle, buy insurance which will reduce the deductible to \$0	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Waivers will be administered (samples in Appendix D)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Other	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

IV. Physical Activity Yes No

Moderate (e.g., dancing)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
High (e.g., skating, ice hockey, skiing, paint ball, rock climbing)		<input type="checkbox"/>		<input type="checkbox"/>

Action Steps To Minimize Risk:

Primary Event Organizer brings first aid kit	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
All attendees bring health card, identification	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Plan for transporting injured to hospital	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Waivers will be administered (samples in Appendix D)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Other	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

V. **Rental of Equipment**

Equipment involving degree of risk. E.g. hot tub, trampoline:

Yes No

Action Steps To Minimize Risk:

Complete hot tub planning checklist (Appendix B)

Yes No

Customized waiver(s) signed (Appendix D)

Yes No

Other

Yes No

VI. **Impact on Positive Relations with McMaster Residents and Neighbouring Community**

Walking/Travelling through campus and/or neighbourhoods (e.g., to Snooty Fox)

Yes No

Hosting activity in residential neighbourhood

Action Steps To Minimize Disruption To McMaster Residents And Neighbouring Community:

VII. **Additional Components**

Action Steps To Minimize Risk And Return Site To Original Condition:

MSU Clubs require signatures A, B, C & K

	Name (Printed)	Signature	Date
A) Primary Event Organizer	_____	_____	_____
B) Organization President	_____	_____	_____
C) MSU Club Administrator/Business Manager	_____	_____	_____

Faculty Society, IRC & SOCS require signatures E, F, G & K

	Name (Printed)	Signature	Date
E) Primary Event Organizer	_____	_____	_____
F) Organization President	_____	_____	_____
G) Faculty Associate Dean / Dean of Students	_____	_____	_____

Athletics & Residence require signatures H, I, & J

	Name (Printed)	Signature	Date
H) Residence Staff OR Athletic Sports Club Coordinator (ASCC)	_____	_____	_____
I) Residence Manager OR Manager Recreation Services	_____	_____	_____
J) OR Director of Athletics & Recreation OR Director of Housing & Conference Services give final approval for all activities involving waiver(s) in their area of jurisdiction	_____	_____	_____

	Signature	Date
K) Environmental & Occupational Health Support Services (EOHSS)	_____	_____

Environmental & Occupational Health Support Services will retain one copy of this form and all signed waivers for seven (7) years.

Primary Event Organizer Contract

I, _____ hereby agree to act as the primary event organizer on _____
(print name) (date)

for the _____
(student group)

trip to _____
(destination)

I am fully aware that:

- 1) I will be responsible for organizing the event.
- 2) I will ensure that the planning of the event complies with the student event risk management policy.
- 3) I will ensure that the event is run within these regulations.
- 4) I will ensure that the rules/procedures for the event are posted for all participants.
- 5) I will ensure that the waivers and/or a list of names of all event participants are left in the possession of the Event Contact person.
- 6) It is my responsibility to ensure that every student assistant involved with the event is aware of their responsibilities.
- 7) I will complete a detailed Student Event Incident Report and submit it to the Manager, Environmental & Occupational Health Support Services.
- 8) The primary event organizer will be held accountable to: the president of their organization and/or the McMaster Students Union, Student Event Risk Management Committee, E&OHSS and, ultimately, the Office of the Associate Vice President (Student Affairs).

I agree to uphold all the requirements of the primary event organizer and agree to not consume any alcohol on the day of the event until the event ends and all the participants have safely dispersed.

Signature: _____

Witness: _____

Date: _____

Position In Organization: _____

NOTE:

The Primary Event Organizer must submit this form to Environmental & Occupational Health Support Services (EOHSS) for approval a **minimum of five (5) business** days prior to the event.

McMASTER UNIVERSITY
ASSUMPTION OF RESPONSIBILITY, RISKS AND LIABILITY WAIVER
SPECTATOR/CULTURAL/SOCIAL EVENTS/BUS TRIPS/EVENT INVOLVING ALCOHOL
BY SIGNING THIS LEGAL DOCUMENT, YOU WILL BE GIVING UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE – PLEASE READ CAREFULLY.

Trip/Event/Location: _____

Date: _____ Organization: _____

ASSUMPTION OF RISKS and ASSUMPTION OF RESPONSIBILITY

ALCOHOL MAY BE CONSUMED DURING THIS TRIP/EVENT YES NO

I REALIZE THAT THERE ARE POTENTIAL RISKS INHERENT IN MY PARTICIPATION IN THIS OUTING.

I freely and voluntarily accept and assume all such risks, dangers and hazards and the possibility of personal injury, death, violence, property damage or loss, during all the time of this trip/event, resulting from activities during this trip/event.

I accept my responsibility to abide by the laws of the country, to ensure that I have adequate medical coverage, protect personal possessions and obey all the rules set out for this trip/event.

LIABILITY WAIVER and INDEMNIFICATION

In consideration of approval to participate in this trip/event, I and any personal representative, hold harmless, release and forever discharge McMaster University and (organization), their directors, officers, faculty, staff, students, volunteers, agents, trainees, or employees from any and all actions, causes of actions, including negligence, claims and demands for damages, loss or injury, resulting from or arising out of my participation in this trip/event.

I also indemnify and save harmless McMaster University and (organization) _____ from any and all actions, causes of actions, demands, expenses or losses whatsoever which they may bear as a result of my participation in this event, by reason of damage to any and all property and any and all personal injuries, including death of others or myself.

Participant (Print name): _____ Student/Employee number: _____

Address: _____ Telephone: (____) _____

Signature of participant

Witness as to Signature of Participant

Date: _____

Please check the appropriate boxes and initial that you have read the following questions:

	YES	NO	Initials
1. Do you read and understand English?	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. Do you understand the purpose of this waiver?	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. This event has inherent risks. Do you understand these risks?	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Are you willing to assume these risks?	<input type="checkbox"/>	<input type="checkbox"/>	_____

IF YOU HAVE CHECKED "NO" TO ANY OF THE ABOVE, PLEASE DISCUSS THIS WAIVER WITH THE PRIMARY EVENT ORGANIZER/STUDENT LEADER ADMINISTERING THE WAIVER.

McMASTER UNIVERSITY
ASSUMPTION OF RESPONSIBILITY, RISKS AND LIABILITY WAIVER
PARTICIPATORY SPORTING EVENT
BY SIGNING THIS LEGAL DOCUMENT, YOU WILL BE GIVING UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE – PLEASE READ CAREFULLY.

Trip/Event/Location: _____

Date: _____ Organization: _____

ASSUMPTION OF RISKS and ASSUMPTION OF RESPONSIBILITY

I REALIZE THAT PARTICIPATION IN ATHLETIC ENDEAVOURS ENTAILS THE RISK OF INJURY TO ME. SUCH RISKS MAY INCLUDE, BUT ARE NOT RESTRICTED TO SLIPS, FALLS, PHYSICAL CONTACT WITH OTHER PEOPLE, EQUIPMENT OR FACILITIES, ABNORMAL CLIMATIC CONDITIONS OR ENDEAVOURS AT HIGH SPEED.

I freely and voluntarily accept and assume all such risks, dangers and hazards and the possibility of personal injury, death, violence, property damage or loss, during all the time of this trip/event, resulting from the travel arrangements, attendance at (event) _____ and any other related activities during this trip/event.

I accept my responsibility to abide by the laws of the country, to ensure that I have adequate medical coverage, protect personal possessions, and obey all the rules set out for this trip/event.

LIABILITY WAIVER and INDEMNIFICATION

In consideration of approval to participate in this trip/event, I and any personal representative, hold harmless, release and forever discharge McMaster University and (organization), _____ their directors, officers, faculty, staff, students, volunteers, agents, trainees, or employees from any and all actions, causes of actions, including negligence, claims and demands for damages, loss or injury, resulting from or arising out of my participation in this trip/event.

I also indemnify and save harmless McMaster University and (organization) _____ from any and all actions, causes of actions, demands, expenses or losses whatsoever which they may bear as a result of my participation in this event, by reason of damage to any and all property and any and all personal injuries, including death of others or myself.

Participant (Print name): _____ Student/Employee number _____

Address: _____ Telephone : (____) _____

Signature of participant

Witness as to Signature of Participant

Date: _____

Please check the appropriate boxes and initial that you have read the following questions:

	YES	NO	Initials
1. Do you read and understand English?	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. Do you understand the purpose of this waiver?	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. This event has inherent risks. Do you understand these risks?	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Are you willing to assume these risks?	<input type="checkbox"/>	<input type="checkbox"/>	_____

IF YOU HAVE CHECKED "NO" TO ANY OF THE ABOVE, PLEASE DISCUSS THIS WAIVER WITH THE PRIMARY EVENT ORGANIZER/STUDENT LEADER ADMINISTERING THE WAIVER.

McMASTER UNIVERSITY

BUS MONITOR CONTRACT

I, _____, hereby agree to act as a bus monitor on _____,
(please print name) (date)

For the _____ trip to _____.

I am fully aware that it will be my responsibility to ensure that:

1. All participants have signed waivers before loading the bus.
2. No alcohol is brought onto the bus. All alcohol will be confiscated.
3. No intoxicated participant will be allowed to board bus going to the event.
4. Every person is aware of the time the bus will be leaving the venue.
5. Every effort is made to ensure all participants are on the bus before it departs the venue.
6. The individuals who get on the bus at the venue are the same passengers who arrived on the bus.

I agree to uphold all the requirements of a bus monitor and agree to not consume any alcohol on the day of the event until the bus arrives safely back at McMaster University and the event has officially concluded.

SIGNATURE: _____ WITNESS: _____

DATE: _____ POSITION IN ORGANIZATION: _____

McMASTER UNIVERSITY

BUS MONITOR CONTRACT

I, _____, hereby agree to act as a bus monitor on _____,
(please print name) (date)

For the _____ trip to _____.

I am fully aware that it will be my responsibility to ensure that:

1. All participants have signed waivers before loading the bus.
2. No alcohol is brought onto the bus. All alcohol will be confiscated.
3. No intoxicated participant will be allowed to board bus going to the event.
4. Every person is aware of the time the bus will be leaving the venue.
5. Every effort is made to ensure all participants are on the bus before it departs the venue.
6. The individuals who get on the bus at the venue are the same passengers who arrived on the bus.

I agree to uphold all the requirements of a bus monitor and agree to not consume any alcohol on the day of the event until the bus arrives safely back at McMaster University and the event has officially concluded.

SIGNATURE: _____ WITNESS: _____

DATE: _____ POSITION IN ORGANIZATION: _____