

## **INDIANA YMCA YOUTH & GOVERNMENT DELEGATION PARTICIPATION AGREEMENT**

THIS DELEGATION PARTICIPATION AGREEMENT ("Agreement") made as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between Young Men's Christian Association of Greater Indianapolis YMCA YOUTH & GOVERNMENT Program (hereinafter referred to as "YMCA") and the \_\_\_\_\_ (hereinafter referred to as "Delegation").

WHEREAS, it is the desire of the Delegation to participate in the Indiana Y&G Program subject to the terms, conditions, rules and regulations expressed below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

PROGRAM. The purpose of the Program is to offer a simulated governmental experience for students, grades 8 through 12.

1. Y&G's DUTIES AND RESPONSIBILITIES. It shall be the duty and responsibility of the YMCA to coordinate the necessary components of the Program, including the acquisition of facilities, equipment, program staff, registration forms, informational bulletins with enclosures, and training materials. The YMCA shall serve to coordinate necessary registration and Program operations, and facilitate in processing necessary forms and applications for the participating Delegations.
2. DELEGATION. A delegation shall be defined as a duly organized and approved group affiliated with a chartered YMCA, school or school district, or other legally organized nonprofit corporation. A Delegation will have a minimum ratio of one advisor for every ten delegates.
3. DELEGATION'S DUTIES AND RESPONSIBILITIES. The Delegation is responsible for insuring the safety and security of delegates at all times during the Program. It shall be the duty and responsibility of the Delegation to adhere to and obey all rules, regulations, policies and deadlines established by the YMCA. The Delegation shall provide all necessary advisors as required by the YMCA in order to assure proper supervision of the students participating in the Program and conduct appropriate criminal and/or child abuse background checks of such advisors prior to the advisors accompanying delegates to a conference. All advisors must be at least 21 years of age. The Delegation shall read all bulletins and become familiar with the information contained therein. The Delegation shall be solely responsible for providing all transportation to and from all program events and any and all associated costs for each component of the Program for all advisors and student participants.

The Delegation shall be responsible for any and all costs incurred for damage, destruction and/or loss which is caused by the Delegation's advisors or student participants to all YMCA facilities and equipment, including the facilities, furniture and equipment of hotel or other facilities utilized to house student participants or advisors, the State facilities (the Capitol Building and Offices, the Supreme Court Chambers and offices), or other such facilities and/or equipment utilized for conducting the Program.

The Delegation shall be responsible for the supervision and control of all of its advisors and student participants at all times throughout the Program. This duty and responsibility shall include such times as the local Delegation meetings, including fund raising activities, travel to and from the Delegation location to the Program conference sites, and during the Pre-Legislative Conference and Indianapolis Conference. Although YMCA program staff will conduct program sessions, the Delegation is responsible for assuring delegates are at the appropriate location for their roles. Y&G may, from time to time, provide entertainment functions between the hours of 10pm and 12am. During these times, the Delegation is responsible for the whereabouts and behavior of their delegates. Advisors will conduct a final head count/bed check prior to retiring for the evening to ensure all delegates are accounted for and in their rooms.

The Delegation shall be responsible for insuring that each advisor and delegate has a signed emergency medical release and contact form on site at the conference, available in case of emergency.

The Delegation shall be responsible for insuring that any allergies, special needs or medication needed are documented and those needing to take medication have a medication form completed and on site.

4. CODE OF CONDUCT. The Delegation agrees to adhere to all provisions of the Code of Conduct established for the Program (see Attachment A - Code of Conduct). It is the duty and responsibility of the Delegation to educate each advisor and student participant on each advisor's and student participant's obligation to obey all provisions of the Code of Conduct. All costs related to the enforcement of the Code of Conduct, including travel costs shall be the responsibility of the Delegation. Any Delegation which engages in continuous or unaddressed violation(s) of the Code of Conduct may be suspended or terminated from further participation in the Program at the discretion of the YMCA.

Each staff member, program staff member, advisor, and student participant shall sign Y&G Code of Conduct which includes acknowledgment of receipt and agreement of compliance with all terms of the Code of Conduct. The delegation shall bring to each Conference a copy of the duly signed and executed Code of Conduct with the acknowledgment of receipt and agreement of compliance form.

5. CONSIDERATION. The Delegation agrees to pay when due all registration fees and costs as defined by the YMCA. Any Delegation delinquent in payments to the YMCA may be suspended from participating in the programs offered by the YMCA.
6. LATE CHARGES. If any consideration or any other sum due from the Delegation is not paid to Y&G within sixty (60) days after such amount shall be due, then, without any requirement for notice, the Delegation shall pay to Y&G a late charge equal to six percent (6%) annually of such overdue amount.
7. LIABILITY AND INSURANCE. Except for the negligent or intentional acts of Y&G, its employees, officers and volunteer staff members; Y&G, its officers and volunteer staff members shall be released from any liability for injury, loss or expense incurred due to the supervision and control responsibilities of the Delegation, or for the negligent or intentional acts of the Delegation's advisors or student participants.

The Delegation shall obtain and keep in force during the term of the Agreement a Commercial General Liability policy of insurance protecting Delegation against claims for bodily injury, personal injury and property damage based upon, involving or arising out of its participation in the Program, including the use, occupancy or maintenance of the Program facilities. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$2,000,000.00 per occurrence. Such insurance (1) shall be issued by a company authorized to issue insurance in the State of Indiana, (2) in an amount not less than two million dollars, (3) shall name the YMCA as an additional insured and (4) shall be designated as primary to YMCA's or any other applicable insurance. If the Delegation is based at a school and not a YMCA a certificate of insurance must be submitted to Y&G prior to attendance at the first conference.

The limits of said insurance required by this Agreement or as carried by the Delegation shall not, however, limit the liability of the Delegation nor relieve the Delegation of any obligation hereunder.

8. INDEMNITY. The Delegation and the YMCA each shall indemnify, protect, defend and hold harmless each other and their agents, officers and staff from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed upon the other party for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or as a consequence to the performance of this agreement provided each injury to persons or damage to property is due or claimed to be due to negligence of the party charged with the indemnification.
9. TERMINATION. Notwithstanding any other provisions of the Agreement, Y&G may terminate the participation of the Delegation for any breach of YMCA policies, rules or regulations, including any non-payment of fees, costs or related expenses upon thirty (30) days written notice. Should the YMCA terminate the participation of any advisor, delegate or the entire delegation for any breach of Y&G Code of Conduct, policies, rules or regulations, any and all fees paid through that date will be forfeited or refunded at the discretion of the YMCA. Any balance of fees due shall remain owed and shall be paid within thirty (30) days of the date of termination.
10. ATTORNEY FEES AND COSTS. In the event of a lawsuit or other legal proceeding arising out of this Agreement (including, but not limited to, an action to enforce any terms of this Agreement), the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
11. BINDING EFFECT; CHOICE OF LAW. This Agreement shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State of Indiana.
12. AMENDMENTS. This Agreement may be modified only in writing, signed by the parties at the time of the modification.

WHEREAS, the Delegation and Y&G have carefully read and reviewed this Agreement and each term and provision contained herein, including all terms incorporated by reference, and, by execution of this Agreement, show their informed and voluntary consent thereto. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 CEO/Executive Director/Principal of School

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 Lead Advisor

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 Janet Alleby, YMCA of Greater Indianapolis