



RISK CONTROL MEMORANDUM

To:	Catholic Diocese of Green Bay Parishes, Schools & Other Facilities
Attn:	Parish Financial Council & Picnic Committee Members
Date:	May 8, 2006
From:	Gwendolyn Arps ☐ Risk Control Consultant Direct Line: 920-431-6265 e-mail: gwendolyn.arps@aon.com
Re:	Church Picnic Guidelines

With summer on the way, many parishes are looking forward to church picnics and festivals. Good planning and supervision are the foundation for holding a successful parish festival.

Most claims associated with parish festivals result from trips, slips, and falls on parish grounds. Listed below are some of the common physical hazards at church festivals:

- **Electrical cords and hoses** ☐ Electrical cords and hoses in walkways present a tremendous trip hazard.
- **Lighting** ☐ The festival grounds should be well lit along with parking areas provided by the parish.
- **Tents stakes and ropes** ☐ Tent stakes and ropes should be marked with orange flags to identify their presence.
- **Debris on grounds** ☐ Many accidents occur when people slip on food or litter on festival grounds. The festival should provide plenty of trash receptacles that are periodically emptied to insure that patrons of the festivals have an area to place litter.

Our Recommendations:

- Be aware of the dangers from the items listed above
- Have a security plan and/or utilize a security rental agency
- Understand the liability for property damage or injury claims when individuals consume alcohol
- Have first aid supplies available in the event of a minor injury
- Alert local police and hospitals of the parish festival so these entities are aware of the possibility for the need of emergency medical services
- Utilize the attached ☐Picnic/Parish Festival Risk Control Recommendations☐

The Catholic Diocese of Green Bay wishes to ensure that every parish has safe and effective church picnics. Following the recommended guidelines will help prevent claims that could occur during your parish picnic.

This and other Risk Control Memorandums are also available on the Diocese website at:

<http://www.gbdioc.org/facilities-a-properties/risk-management-insurance/risk-control-information-education/risk-control-memos.html>

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RISK CONTROL MEMORANDUM

Picnic/Parish Festival Risk Control Recommendations

ALCOHOL

If alcohol is sold or dispensed at parish picnics, parishes should be aware that they are potentially liable for bodily injury and property damage resulting from intoxication at parish events. Specifically, you should be alert to minors and individuals that are obviously intoxicated and not serve these parties.

Important recommendations that can reduce your parish's liability in the event of an alcohol related incident.

- Licensed bartenders should be present in the beer tent at all times.
- All bartenders should be at least 21 years of age and should not be allowed to consume alcohol while they are working.
- A pre-existing plan should exist to handle individuals who have had too much to drink. The plan should include the necessary security to assist the bartender who is refusing service to an intoxicated individual along with providing alternate methods of transportation to individuals who feel they are too intoxicated to drive their vehicles. Identification should be checked to insure that individuals under the age of 21 are not served alcohol. A good rule of thumb is to check the identification of any individual that appears to be under the age of 30.
- Alcohol should not be given away as a prize.

One of the following two set ups is highly recommended for the sale of alcohol:

1. **"The Beer Garden"** atmosphere - A fence should be placed around the perimeter of the tent providing a beer garden atmosphere. Security should be placed at entrances and exits to the beer garden. At the entrance to the beer garden, security will check for identifications to ensure that individuals are of legal age. At the exit points, security will be responsible for not allowing alcohol outside the beer garden area. If alcohol is allowed outside the beer garden area, security should limit the amount of that one individual can remove from the beer garden area.
2. **"Bracelet Booth"** - In lieu of a beer garden, a bracelet booth can be set up where identifications are checked to ensure people are of legal age. An individual that has shown proper identification will be furnished with a colored bracelet designating that they are of legal age to consume alcohol at the parish festival. Security and workers would have the responsibility of patrolling and monitoring the grounds to ensure that individuals consuming alcohol are wearing the necessary bracelet.

CERTIFICATES OF INSURANCE AND PARISH FESTIVAL VENDOR AGREEMENT

- Vendors should be required to sign the vendor agreement attached and provide a certificate of insurance.

Ride or Game Vendors ☐ Tent Companies ☐ Food and Beverage Suppliers ☐ Security or Medical Providers

SECURITY

Parish picnic/festivals need a security plan. Formal security is recommended, as these events attract large amounts of money and high volumes of people.

- It is recommended that parishes utilize security rental agencies. When hiring private security:
 1. Check references
 2. Verify that you have hired a reputable security company
 3. Allow that company to manage and supervise their own employees
 4. Security companies are professional organizations with experience in providing security at these events.
 5. If confrontations arise with picnic/festival goers, allow security personnel to handle these situations. Parish picnic/festival volunteers are not trained to deal with these situations
 6. During non-picnic/festival hours, ensure that security personnel are present in order to defend against theft and vandalism.
 7. Adequate lighting should be provided 24-hours while the picnic/festival is in operation. The presence of proper lighting and security personnel will greatly deter vandals and thieves.

PARISH PICNIC/FESTIVAL VENDOR HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH: _____

PARISH is understood to include the Diocese of Green Bay

PARISH PICNIC/FESTIVAL VENDOR: _____

TYPE OF VENDOR: _____

DATES OF PARISH PICNIC/FESTIVAL: _____

The above named PARISH PICNIC/FESTIVAL VENDOR agrees to defend, protect, indemnify, and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named PARISH PICNIC/FESTIVAL VENDOR or any of its agents, family members, officers, volunteers, helpers, partners, organizational members, or associates in connection with the operations of the above named PARISH PICNIC/FESTIVAL VENDOR at the above named PARISH.

PARISH PICNIC/FESTIVAL VENDOR agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. PARISH PICNIC/FESTIVAL VENDOR also agrees to have the PARISH named as an “**Additional Insured**” on its general liability policy for the DATES OF PARISH PICNIC/FESTIVAL in relationship to the PARISH PICNIC/FESTIVAL VENDOR’S activities. It is agreed that PARISH PICNIC/FESTIVAL VENDOR also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH. *Non-Business Entities (individuals) need to supply a photocopy of a Homeowners or Farm owners policy showing Liability coverage in force at the time of the event of at least \$300,000.*

If and only if PARISH PICNIC/FESTIVAL VENDOR fails to comply with the above (second) paragraph, then PARISH PICNIC/FESTIVAL VENDOR agrees to protect, defend, hold harmless, and fully indemnify the above named PARISH for any claim or cause of action whatsoever which takes place during the above identified DATE(S) OF PARISH PICNIC/FESTIVAL that is brought against the PARISH by the above named PARISH PICNIC/FESTIVAL VENDOR or its employees, agents, guests, invitees, customers, partners, family members, organizational members, and associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents or the negligence of any other individual or organization not a party to this agreement. If any paragraph or sentence of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: _____

(Must be an adult official agent of PARISH PICNIC/FESTIVAL VENDOR)

NAME AND TITLE: _____

DATE: _____

- Original to Parish Master File**
- Copy to Vendor**