

# CHILD PROTECTION POLICY

(Updated 04/1/24)



**KiDs Beach Club®**  
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**KiDsBeachClub.org**



# CHILD PROTECTION POLICY

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## PURPOSE

The KiDs Beach Club® Child Protection Policy has been established to protect all children as well as the organization from harm. It is the desire of KiDs Beach Club®, herein referred to as KBC, to establish guidelines that, when followed, will lead to a safe environment for the physical and emotional well-being of all children participating in Beach Clubs®. It is KBC's goal to inform workers and enforce policies that ensure all children are safe and protected from harm while attending scheduled activities.

Additionally, since claims of sexual misconduct are often made against the agent of the organization, either employed or volunteer, as well as the organization they represent, it is vital to clearly define expectations and guidelines for all volunteers as it relates to child protection.

Future revisions to this policy may be made with the authorization of the CEO, his designees, and/or the Board of Directors.

## FEDERAL CHILD PROTECTION DEFINITION AND LAWS

Definition of child abuse or neglect as defined by the Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C.A§ 5106g), as amended by the CAPTA Reauthorization Act of 2010:

1. The term "Child" means a person who has not attained the lesser of
  - A. The age of 18; or
  - B. Except in the case of sexual abuse, the age specified by the child protection law of the state in which the child resides;
2. The term "child abuse and neglect" means, at a minimum, any recent act or failure to act on the part of a parent or caretaker, which results in death, serious physical or emotional harm, sexual abuse or exploitation (including sexual abuse as determined under section 111), or an act or failure to act which presents an imminent risk of serious harm

### **Sexual misconduct**

Sexual misconduct claims include all crimes involving sexual conduct under both the Federal and individual State Penal Codes. They include but are not limited to indecent exposure, indecency with a child, and sexual assault, including rape. They also include conduct that may not violate a penal statute but is still deemed sexually oriented, such as sexual harassment and sexual suggestion.

### **Duty to report**

Any person who learns of or has cause to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect by any person is by definition a "mandatory reporter" and as such must report that belief to a local or state law enforcement agency.

An oral report must be made immediately upon learning of the alleged abuse or neglect or the likelihood of abuse or neglect. A written report must be made within five days to the same agency or department.

The report shall be non-accusatory, meaning the identity of the victim of the abuse or neglect must be identified but the person making the report is not required to speculate as to the person who committed the abuse or neglect.

### **Liability for Failure to Report**

A person failing to report child abuse or neglect commits a crime, punishable by fine and

confinement, depending on the state penal code. Additionally, a person who is the victim of child abuse and his or her family may bring a civil claim against the organization and/or its agent (the person who failed to report the crime) as required by law.

### **Immunity**

A person making a report or assisting in the investigation of a report of child abuse or neglect is immune from liability, either civil or criminal, that might be incurred. This means that a person who reports child abuse and is later sued by any of the parties including the parents of the child or the accused perpetrator of the crime, can defend themselves on the basis that their actions were absolutely protected by this immunity statute and the reporter should not be liable for damages relating to the reporting.

### **Clergy Privilege**

Clergy-Penitent Privilege provides that communications between clergy and an individual consulting with him or her for the purpose of seeking spiritual advice in the clergy's professional capacity is considered privileged.

There is however in some jurisdictions, an express exception which provides that the privilege disappears in the event the clergy member learns of child abuse or neglect, and the clergy is required to report the information to authorities under the child abuse reporting statute.

### **Organization Liability**

A non-profit is liable to civil action if, as an employer, it failed to make inquiries of past employers (where names and addresses have been disclosed) who employed the employee within the last five (5) years, concerning the possible occurrence of sexual exploitation by the employee.

# KIDS BEACH CLUB® SELECTION AND SCREENING PROCESS

## 1. Goal

It is the goal of KiDs Beach Club® (KBC) to provide a safe environment for the physical and emotional well-being of all children participating in Beach Clubs®. KBC's goal is to inform workers and enforce policies to ensure that all children are safe and well-protected while attending scheduled activities.

Future revisions to this policy may be made with the direct authorization of the CEO, his designees, and/or the Board of Directors.

## 2. Definition of "Child / Children"

The term "child" or "children" shall include all persons under the age of eighteen (18) years.

## 3. Pre-employment Procedures for Paid and Volunteer Workers

It is the goal of KiDs Beach Club® to adequately screen the applications of persons desiring to work with children participating in all child-related programs. All workers, paid or volunteer, must complete a background check and submit authorization to a screening process. Online background checks will be processed and stored by a 3<sup>rd</sup> party screening firm. If KiDs Beach Club® learns of false, misleading, or amended information on an application that could cause potential danger to children or a liability to KiDs Beach Club®, that person will be terminated from their role in the organization.

## 4. Volunteers must be Members in Good Standing in a Local Church

All volunteers who work with children must first be in good standing with a local church. All volunteers who are not members of the partnering church should be vetted by the Pastor or staff member of the sponsoring church. Under certain circumstances, exceptions to this rule may be authorized by the CEO of KiDs Beach Club®.

## 5. Classification of Workers

In order to screen appropriately and according to their responsibilities, KiDs Beach Club® shall place all volunteers and workers into two categories: Primary and Secondary. These terms refer to the relative levels of responsibility and risk, not to the ages of the children being served.

### **Primary workers:**

All paid staff members and all contractors of KBC are classified as primary workers and should meet the primary workers screening standards.

### **Secondary workers:**

Persons who are non-paid and agree to volunteer with children (i.e.: volunteers who see children in group settings on school premises) are classified as secondary workers. This category may also include parents of participants who help supervise activities. All volunteer workers under the age of eighteen (18) will be considered secondary workers.

## 6. Application Process

Volunteers must complete the Volunteer Application process by following a 4-step process found at [KiDsBeachClub.org/volunteers](http://KiDsBeachClub.org/volunteers). If a volunteer is unable to complete the form online, a *Non-Digital Volunteer Application Packet* can be downloaded which includes the *Volunteer Registration Form* (Addendum 1), the *KiDs Beach Club® Statement of Faith* (Addendum 2), the *KiDs Beach Club® Privacy Policy* (Addendum 3), and a replica of the online *National Background Check* form (Addendum 4.)

KBC staff will process volunteer applications, background checks, and monitor the screening process. Online background checks will be processed and stored by a third-party background screening firm. Non-digital applications with sensitive information will be destroyed once the

details are added digitally to the 3<sup>rd</sup> party background check's website. All secondary workers will be required to complete the above-mentioned forms, which includes signing a release of claims form as well as an acknowledgement and agreement to the KiDs Beach Club® Statement of Faith, both of which are found on the Volunteer Registration Form online and contained within the Non-Digital Volunteer Application Packet. Additionally, all workers must acknowledge receipt and understanding of this Child Protection Policy contained herein.

KiDs Beach Club® keeps confidential all information received in the applicant selection process. Such information will be stored with access afforded only to appropriate staff on a need-to-know basis.

## 7. Minimum Age

All workers must be 18 years of age or older. Younger persons may assist adults but may not take the place of adult workers or volunteers. Volunteers under the age of 18 must complete a *Teen Helper Application* (Addendum 5.)

## 8. References

The KiDs Beach Club® Human Resource Department and/or administrative staff in charge of the enlistment of personnel will check at least three (3) references for each primary worker applicant. Reasonable inquiry into the character of secondary worker applicants will be completed if deemed necessary. References may be checked by phone, mail, or in-person.

## 9. Survivors of Child Abuse

KiDs Beach Club® recognizes that survivors of childhood sexual or physical abuse need the love and acceptance of the KiDs Beach Club® family. KiDs Beach Club® also recognizes that the experiences of these survivors of childhood sexual or physical abuse and recovery stage may be pertinent to their work with children. It is the desire of KiDs Beach Club® to assist and care for survivors of abuse as well as fulfill the primary obligation to protect the children entrusted in our care.

## 10. Confidential Interviews

All primary applicants desiring to work with children must be interviewed for suitability for the work they desire to do. Interviews are conducted by the KiDs Beach Club® Human Resource staff or appropriate supervisor for the position in which the applicant will work. A panel interview may also assist in the selection process. The KiDs Beach Club® policy concerning prevention and response to child abuse and neglect must be discussed, reviewed, and acknowledged prior to the applicant beginning work with children.

## 11. Criminal Background Check

An online criminal background check and sex offender registry check is required for all children's worker positions (both primary and secondary) for individuals over the age of 18. **No one will be allowed to work with children who has been convicted of a crime involving misconduct with children or other acts of moral turpitude.**

KiDs Beach Club® will contract with a 3<sup>rd</sup> party criminal background screening firm to conduct criminal background checks. The background checks are run through a national database and include either social security numbers or driver's license numbers. If a negative report is received, the appropriate KBC staff member and key church contact will be notified.

## 12. Vehicle Safety

All workers who drive a privately-owned vehicle for conducting Beach Club® business must maintain a valid driver's license, be able to provide proof of insurance if asked, and must comply with all other KBC transportation policies. KiDs Beach Club® insurance policies do not cover transporting children.

## 13. Acknowledgement of KiDs Beach Club® Policies

All workers must acknowledge that they understand the KiDs Beach Club® policies pertaining to the protection of children and agree to abide by them. This requirement will be met by having volunteers watch the online *Policies and Procedures Video* and by signing the online Agreement Form, indicating that they understand and agree to abide by the KBC Child Protection Policy.

## SUPERVISORY REQUIREMENTS FOR ALL PERSONS WORKING WITH CHILDREN AT KIDS BEACH CLUB®

It is the policy of KiDs Beach Club® to provide adequate supervisory control of persons working with children participating in all KiDs Beach Club® programs. The following regulations shall be applicable to all primary and secondary workers having contact with children participating in all KiDs Beach Club® programs:

### 14. Safety of Children

It is the responsibility of all persons having contact with children participating in a Beach Club® to promote the emotional and physical safety of the participants, giving regard to all known factors and circumstances. If in the opinion of the worker an unsafe condition exists, such worker shall immediately take appropriate precautions under the circumstances to protect all children. Nothing contained in any other KiDs Beach Club® policy, procedure, or instruction shall be construed to relieve persons having contact with children from this responsibility.

### 15. Two-Adult Rule

A minimum of two workers will be present at all times when children are being supervised during a KiDs Beach Club® activity, regardless of the number of participants, location, or the activity. These two adults cannot be related to one another. At no time should an adult ever be in a room or an enclosed area alone with a child.

When situations arise where a child needs to be in a different location than the larger group (restroom, decision counseling, etc.), a three-person rule may be employed to accommodate the temporary need. The three-person rule should always include at least one adult.

### 16. Observation of Children

Club activities for children should be scheduled in areas visible from adjoining areas. Such visibility will be maintained by leaving curtains and blinds open, and wherever possible, by leaving the door to the room open. Reasonable exceptions to this rule may be made by the Club Leader in charge, provided two unrelated workers are always present in the room.

At no time will an adult meet alone with a child in any room where the door is closed or in an area where they cannot be seen.

### 17. Ratio of Workers to Children

As it relates to the supervision of children, it is required that a reasonable ratio of one (1) adult to ten (10) children be always maintained. The required ratio of one (1) adult to ten (10) children may increase, if needed, giving due regard to all factors present, including the number and age of the participants, the nature of the activities, and the location where the activities are taking place.

### 18. Volunteer Training

Each new volunteer will be provided a copy of the *KiDs Beach Club® Child Protection Policy*, which contains the legal definition of Child Abuse and Neglect. Before working with children, all volunteers must acknowledge online that they have received, read, and agree to abide by the aforementioned policy.

### 19. KiDs Beach Club® Staff Oversight

The KiDs Beach Club® staff member responsible shall coordinate with the respective Club Leader to ensure the ongoing supervision of all workers. This may include regular or unannounced on-site Beach Club® visits.

## 20. Awareness of Policy

Annual trainings shall be conducted by KiDs Beach Club® or its representatives and will include the review of the definition of child abuse and neglect, as defined by law, as well as the KiDs Beach Club® policy concerning these crimes. These reviews shall be conducted at least once a year and following each change in or addition to such policies. Trainings can be conducted with volunteers individually or in group sessions. Each volunteer shall acknowledge receipt of the *Child Protection Policy* prior to the time they begin working with children. Each volunteer shall acknowledge participating in the periodic review of the KiDs Beach Club® policies and procedures. KiDs Beach Club® shall electronically retain and store all acknowledgements.

## 21. Child Pick-Up

Children are permitted to leave the KiDs Beach Club® activity area at the conclusion of the scheduled activity, as designated by parental permission on the student registration form. If a child is not picked up by their parent or guardian on time, the child will be kept by the secondary workers where safe supervision can be continued until the parent or guardian is located and/or the local authorities have been contacted.

# REPORTING AND RESPONDING TO ALLEGED CHILD ABUSE OR NEGLECT

## 22. Reporting Policy

It is the policy of KiDs Beach Club® to report any incident of child abuse or neglect toward any child in a Beach Club®. The following guidelines should be followed by all workers and will be taken by KiDs Beach Club®:

- a) Do not treat any suspicion as frivolous.
- b) Report all suspicious activity immediately to Club Leader or KBC staff member.
- c) If an allegation against a volunteer occurs, the Key Church Contact, together with the Club Leader in charge should suspend the accused worker from the performance of duties involving children until an official investigation has been completed.
- d) All workers agree to cooperate fully with law enforcement officials.
- e) If an allegation against a worker occurs, the CEO or the designated agent will communicate with victim and victim's family regarding the steps being taken in the investigation as well as continue to update the family on the status of the investigation. If child abuse is confirmed, the KiDs Beach Club® CEO (with assistance from legal counsel) will discuss with the victim's family what action they would like to take and will fully cooperate to address their requests within the bounds of a legal and prudent response.
- f) If an instance of child abuse is confirmed, KiDs Beach Club® will immediately dismiss the suspended worker from his/her position, as termination is appropriate under the circumstances.
- g) In instances where a thorough investigation results in inconclusive findings, KiDs Beach Club® will take additional action, based on the advice of law enforcement officials, the strength of the evidence available, and after consideration of the victim / victim's family requests.
- h) Upon advice of legal representation, the CEO will determine the amount of information he believes is appropriate to relate to the KiDs Beach Club® organization.

## 23. Reporting Obligation

Any person having cause to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect becomes a "mandatory reporter" and must, by law, report the person's belief. Non-accusatory reports that identify the victim must be made to the local or state law enforcement agency or reporting agency, regardless of whether the



person responsible for the abuse is known.

- a) An oral report must be made immediately upon learning of the abuse or neglect.
- b) The KiDs Beach Club® Headquarters must be notified within one (1) business day.
- c) A written report must be made within five (5) business days to the same government agency.
- d) All reports must contain the name and address of the child, the name and address of the person responsible for the care of the child, and any other pertinent information.

The oral and written reports are required by law. The entire reporting policy is required as a condition of participation for both primary and secondary workers.

#### 24. Reports Required

Any worker of KiDs Beach Club® who has cause to believe that a child's physical or emotional health or welfare has been or may be adversely affected by abuse or neglect shall report that belief according to the following procedure:

- a) The worker shall report such belief to the KiDs Beach Club® headquarters and/or a member of the school staff and must complete an Incident Report. (#25 below.)
- b) The designated KiDs Beach Club® staff member will immediately report to one of the following:
  - 1) The local Police Department
  - 2) The State Protective Services hotline
- c) The CEO of KiDs Beach Club® or the designated agent will notify the parents of the child, unless the parent is the suspected person responsible for the abuse or neglect.
- d) The CEO of KiDs Beach Club® or the designated agent, in consultation with the Board of Directors will notify the appropriate legal counsel.
- e) The CEO of KiDs Beach Club® or the designated agent will notify the insurance agent of KiDs Beach Club® that an abuse report has been filed with the appropriate local or state agency.

#### 25. Incident Report

A person filing an Incident Report should be prepared to include the following information:

- a) The name and address of the child.
- b) The name and address of the person responsible for the care, custody, or welfare of the child.
- c) Any other pertinent information concerning the alleged or suspected abuse or neglect.

#### 26. Confidentiality

All reports of child abuse or neglect shall be held in absolute confidence. No person shall communicate any information concerning the alleged event to any person, except as necessary to follow the protocol detailed herein or to cooperate with any official investigation. Any breach of this confidentiality by a primary worker of KiDs Beach Club® shall be cause for immediate termination.

The CEO of KiDs Beach Club®, in consultation with the official conducting the investigation, may authorize limited disclosure, if necessary, to protect additional children, particularly where the person responsible for the alleged abuse cannot be identified. In no case shall the identities of the victim or the accused person be disclosed, except as required by law.

#### 27. Investigation of Alleged Abuse or Neglect

No person shall attempt to conduct a detailed investigation either through examination or interrogation of the child, the accused person, or an eyewitness. It is acceptable to obtain a reasonable amount of information to have cause to believe a child has been abused or neglected.

Interviews shall be conducted only by authorized officials of the agency to whom the suspected crime has been reported or, when appropriate, by legal counsel or persons representing KiDs Beach Club® in an official capacity. All primary and secondary workers of KiDs Beach Club® shall cooperate with the official investigation as requested.

## 28. Suspension of Duties

A KiDs Beach Club® primary or secondary worker accused of child abuse or neglect will be suspended from all Beach Club® related duties involving children, including any and all activities related to a Beach Club®.

For a primary worker accused of child abuse or neglect, the individual will be suspended on 'paid leave' until an investigation is completed. The removal of duties should occur in such a way that an innocent person is not immediately deemed guilty. If the allegation is determined to be unsubstantiated, the primary worker can return to work. The KiDs Beach Club® Board of Directors is not authorized to conduct an investigation, but they are allowed to monitor any such investigation and receive confidential information concerning the incident, as needed, to determine issues concerning continuation of employment and compensation.

## 29. Preservation of Records

Copies of all documents relating to an alleged event of abuse or neglect, including a list of all persons known to be present or in the vicinity, shall be transferred to the KiDs Beach Club® CEO, his designee, or the KiDs Beach Club® Board of Directors. The documents will be reviewed to determine they have been completed fully and in accordance with the KiDs Beach Club® Child Protection Policy. If any documents are missing, a written notation shall be made, and the documents will be transferred to the KiDs Beach Club® headquarters and/or CEO, who shall retain them until advised that all criminal and civil investigations and actions have been completed.

## 30. Appropriate Counseling and Care

The assigned KiDs Beach Club® staff member shall encourage and assist the child and the parents in securing appropriate counseling, care, and support. If the alleged abuse or neglect involves a primary worker of KiDs Beach Club®, the assigned staff member shall encourage and assist the victim / victim's family in securing appropriate pastoral care and support, including third-party counseling, being mindful of the potential for a conflict of interest.


All persons shall act toward the child, the parents, and the accused in accordance with the principles of Christianity at all times.

## 31. Liaison with the Community

The CEO of KiDs Beach Club® will appoint a designated Communications Lead who will serve as sole access to the media for all matters related to KiDs Beach Club®.

# ADDENDUMS

## Addendum 1: Volunteer Registration Form (2 pages)



### Volunteer Registration Form

(Please print clearly using a ball point pen.)  
All applicants for positions involving the supervising or custody of children must complete these forms online or in writing. The term "child" or "children" includes all persons under the age of eighteen (18) years.

\* LAST NAME  
[Text Field]

\* FIRST NAME  
[Text Field]

\* ADDRESS  
[Text Field]

APT. NO.  
[Text Field]

\* CITY [Text Field] \* STATE [Text Field] \* ZIP CODE [Text Field]

\* PHONE NUMBER  
[Text Field]

ATL. PHONE  
[Text Field]

\* BIRTH-DATE (MM/DD/YYYY)  
[Text Field]


\* BEACH CLUB® LOCATION  
[Text Field]

\* SPONSORING CHURCH (INCLUDE CITY AND STATE)  
[Text Field]

\* T-SHIRT SIZE (CHOOSE ONE)  
☐ SMALL (S) ☐ MEDIUM (M) ☐ LARGE (L) ☐ EXTRA LARGE (XL) ☐ 2 XL ☐ 3 XL ☐ 4 XL ☐ NO SHIRT

\* VALID EMAIL  
[Text Field]

VOLUNTEER REGISTRATION FORM  
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### VOLUNTEER RELEASE OF LIABILITY

I understand and agree that neither Kids Beach Club® (KBC), nor its board, representatives, instructors or agents may be held liable in any way for any occurrence in connection with my participating in Beach Club® which may result in injury, harm or other damages to me or my family.

As part of the consideration for being allowed to volunteer and participate in Beach Club®, I hereby personally assume all risks in connection with my participation in Beach Club®. I further release Kids Beach Club®, its board, instructors, agents and representatives for any injury or damage which may befall me while I am participating in Beach Club®. I further agree to save and hold harmless Kids Beach Club®, its board members, instructors, agents and representatives from any claim by me or my family, estate, heirs or assigns arising out of my participation in Beach Club®. I also authorize Kids Beach Club® to render or obtain such emergency medical care or treatment as may be necessary should any injury, harm or accident occur to me while participating in Beach Club®.

I further state that I am of lawful age and legally competent to sign this affirmation and release; that I understand the terms herein are contractual and not a mere recital; and that I signed this document of my own free act and volition. I further state and acknowledge that I have fully informed myself of the contents of this affirmation and release by reading it before I have signed it.

☐ \* I have read and agree to the terms and conditions as detailed above in the Volunteer Release of Liability.  
(Initial or Checked Box Required.)

\* May we occasionally call the phone number you provided to update you on various KBC activities?  
☐ YES  
☐ NO  
(Initial or Checked Box Required.)

The email address you provided will automatically be given to the partnering church and be added to the Kids Beach Club® mailing list. We promise to only send a reasonable amount of communication each month. You may unsubscribe at any time, beginning with our first contact. The privacy policy for Kids Beach Club® can be found online at [KidsBeachClub.org/privacy](http://KidsBeachClub.org/privacy) and is included in this non-digital Volunteer Application Packet.

### ADDITIONAL ACKNOWLEDGEMENTS

☐ \* I have watched the Kids Beach Club® (KBC) Policies and Procedures video. I understand the KBC Policies and Procedures and agree to abide by them. (Video found in Step 1, [KidsBeachClub.org/volunteers](http://KidsBeachClub.org/volunteers))  
(Initial or Checked Box Required.)

☐ \* I have read the Kids Beach Club® (KBC) Child Protection Policy and KBC Statement of Faith. I understand and agree to abide by them. (Documents included in this non-digital Volunteer Application Packet.)  
(Initial or Checked Box Required.)

☐ \* I understand that I must still complete STEP 4 in the Volunteer Registration Process before my Volunteer Application can be finalized and processed. (Document included in this non-digital Volunteer Application packet.)  
(Initial or Checked Box Required.)

\* SIGNATURE [Text Field] \* DATE [Text Field]

VOLUNTEER REGISTRATION FORM  
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## Addendum 2: KiDs Beach Club® Statement of Faith



### *Statement of Faith*

**We believe** that the Bible is the authoritative and infallible revelation from God to man.

**We believe** that God eternally exists in three persons - the Father, the Son and the Holy Spirit - and that these three are one God, having the same nature, attributes and perfection, and worthy of the same worship and obedience.

**We believe** that man was originally created in the image of God but has fallen through sin, and as a consequence, has separated himself from God, being dead in sin. Man is now essentially and unchangeably unholy apart from divine grace.

**We believe** that Jesus Christ was sent by God the Father to manifest God to man and to become the Redeemer of a lost world. Jesus was born of the Virgin Mary, lived a sinless life, and voluntarily accepted the Father's will and became the sacrificial Lamb to take away the sins of man through His death on the cross. On the third day after his burial, He rose again and was received into heaven where He now rules over all things and makes intercession for His people.

**We believe** in the Holy Spirit who indwells each believer at the moment of their conversion and empowers believers to live the Christian life and give service to God.

**We believe** all who are united to the risen and ascended Christ are members of His Church regardless of denominational affiliation. Having become members one of another, all are under solemn duty to keep the unity of the Spirit in the bond of peace, rising above sectarian differences and loving one another with a pure heart.

**We believe** that the local church is the primary instrument of God in the world today for the purpose of Biblical teaching, corporate worship, encouragement, fellowship, discipleship, evangelism and missions. Christians should make a commitment to a local church where they can be spiritually fed, connect with other ministries, and practice Biblical stewardship.

**We believe** that Christians are called to walk not after the flesh but after the Spirit, and so living in the power of the Spirit they will not fulfill the desires of the flesh. The flesh with its fallen nature needs to be kept constantly in subjection to Christ, so as not to come forth in our lives and bring dishonor to the Lord. In the spirit of Christ, Christians should oppose racism, every form of greed, selfishness, and vice, and all forms of sexual immorality, including adultery, homosexuality, and pornography.

**We believe** in the Biblical definition of marriage, which is the union between one man and one woman in covenant commitment.

**We believe** that after death those who have trusted in the Lord Jesus Christ shall be resurrected and be reunited with Christ in heaven. Those who have not believed in Christ will be separated from God forever.

We are an interdenominational ministry that seeks to serve and cooperate with all segments of the body of Christ. We realize that there is division in the body over the matter of speaking in tongues and the second indwelling of the Holy Spirit after conversion. Our policy is that these practices and teachings should not be a part of any KiDs Beach Club® activity to maintain harmony in the ministry.

## Addendum 3: KiDs Beach Club® Privacy Policy



### Privacy Policy

KiDs Beach Club® Privacy Policy (Revised January 1, 2017)

KiDs Beach Club, Inc. (KBC) wants you to know how we address privacy issues on the website and offline. This Privacy Policy sets out KBC policies regarding treatment of information that may be considered to be private. It governs both our online and offline data collection practices and use of personal information obtained both on line and offline. KiDs Beach Club® reserves the right to amend this Privacy Policy at any time and will post changes here. You agree to revisit this page regularly and your continued access to or use of the website will mean you agree to the changes. We will post any changes here and encourage you to check this page frequently for changes to the policy. A copy of the current Privacy Policy may also be obtained by writing KiDs Beach Club®, P.O. Box 635, Euless, Texas 76039.

#### How Personal Information Is Collected

KiDs Beach Club® may collect and/or track for each visitor to a KBC website the following: home server domain names, e-mail addresses, type of computer, type of web browser, non-user specific information on which pages of our website you access or visit, and information volunteered by the user such as survey information or site registrations. We may place cookies on visitors' hard drives to save data about individual visitors such as name, password, username, screen preferences, pages viewed and advertisements viewed or clicked by the visitor. When the visitor next visits we may then recognize and customize the experience accordingly. Visitors may decline cookies by using the appropriate feature of their web software, if available. This may impair certain features of the site. When a visitor performs a search of the site we may record information linking the visitor to the search performed. We may also record limited information associated with a search made by the visitor and use that information for, among other things, solving technical problems with the service and calculating overall usage statistics.

#### How and When Personal Information Is Used

KiDs Beach Club® may use personally identifiable information in a number of ways, including to communicate with you about your account; to communicate information about the website; to build more useful services; to analyze usage trends and measure demographics; to provide prompt, effective customer service; to support the operation of the site; troubleshoot problems, resolve disputes, enforce the terms and conditions of use; and/or to send you promotional communications and materials on products, services and other opportunities. Personal information may be used until we receive an opt-out notice pursuant to this privacy policy and have a reasonable time to implement the opt-out.

#### Disclosure of Personal Data

KiDs Beach Club® may disclose personally identifiable information about you to third parties as follows: with your consent; to facilitate a transaction or communication with a third party that you have initiated; to provide data to providers of services or products and companies associated with them; and/or to our agents and advisors, but then only to the degree necessary for them to provide services to you or us. Unless you consent we will not provide email or telephone information to a third party. Personally identifiable information may also be released as permitted or required by law.

#### Collection of Data from Children

This site is not intended for use by children under the age of 13. We will not knowingly collect or post information for or about children under 13 without parent or guardian consent or knowingly provide personal identifying information to third parties about children under 13.

#### How Personal Information Is Protected

KiDs Beach Club® has implemented numerous security features to prevent the unauthorized release of personal information. When a visitor provides information through the site, KiDs Beach Club® offers the visitor a chance to use a secure server which encrypts all information the visitor inputs before it is sent to KiDs Beach Club®. This server is also used to store information securely. Any personal information transmitted across public networks or transmitted wirelessly will be encrypted, as will any personal information accessible from a laptop or other portable device.

#### Disposal of Personal Data

Data will be destroyed in a secure fashion according to industry standards, including shredding and destruction where applicable.

#### Third Party Websites

The site may contain links to other Internet websites. Unless we explicitly state otherwise, we have no control over these third party sites and their privacy practices, and this Privacy Policy applies only to information you supply or that we collect in connection with use of this site. You should review the privacy policies of any other site you visit.

#### Opt-Out Right

Visitors may opt-out of having their personal information used by KBC for secondary purposes as used by KiDs Beach Club® to send promotional correspondence or educational materials by writing to the address above or by calling us by phone at 817-510-5885 during business hours.

#### Contact of Visitors

KiDs Beach Club® reserves the right to contact visitors to the site regarding their use of the site.

#### Access and Ability to Correct Personal Data

Upon request by via mail or phone (during regular business hours and after verifying identity) KiDs Beach Club® will provide to visitors a summary of any personally identifiable information retained by KiDs Beach Club® regarding visitor. Visitor may modify, correct, change or update personally identifiable information that KiDs Beach Club® has collected through the site or may cause their personal information to be removed from the database.

#### Right to Change Privacy Policy

KiDs Beach Club may change the Privacy Policy or content of our site at any time. Changes will be posted on this site and you are encouraged to check this space frequently.

#### Who Has Access to Personal Information?

Only the individuals who need access to perform the functions stated herein and service your membership and benefits will have access to your personal data.

#### Authorization and Release of Liability

I, the parent or guardian of the child attached to this form, authorizes the participation of my child in KiDs Beach Club, Inc. Beach Club Program (herein being referred to as KBC, the "Program") of the sponsoring Church. My child will participate in the Beach Club Program at his or her school.

I understand that this Program is a non-profit Christian after-school ministry program for youth and that my child's participation is voluntary and not essential to completion of requirements of any program, school or government agency. I understand that the Program is conducted by the Church and its volunteers and staff, including parents of other participating children. I also understand that the Church is solely responsible for all aspects of the Program including selection and supervision of all persons conducting the Program, and that KBC is not responsible for the Program or selecting and supervising persons conducting the Program. I further understand and agree that my child's participation in activities of the Program necessarily involves the risk of injury and even death from various causes, including but not limited to accidents, falls, strenuous and prolonged physical activity, dehydration, illness, collision or dispute with other participants, weather related injuries, playing area and equipment defects, and negligence of volunteers. On behalf of my child, me, and my family, I assume these risks. In consideration of the privilege of my child's participation in the Program, and on behalf of my child and me as parent/guardian, I hereby release, discharge, hold harmless and indemnify, and covenant not to sue, the Church and KBC, and all of the Church's and KBC's directors, officers, elders, trustees, deacons, employees, volunteers, insurers, agents and representatives, and all other persons associated with the Program (including without limitation any other participating churches, sponsors, parents, vendors, and other game and event workers, officials, and organizations) as to any and all claims of my child, me and other family members for personal injuries suffered by my child, property damage, medical expenses, and economic loss arising directly or indirectly out of my child's participation in the Program, and any first aid, medical care or treatment provided to my child in the event my child is injured or becomes ill while participating in Program activities, and excepting claims that may not be released under applicable law. This Release of Liability shall be as broadly construed as allowed by law to include all claims and rights that the child, that I as parent/guardian, and that other family members may have. I am a legally responsible parent or guardian of my child. If any provision of this Release of Liability is deemed invalid, the remaining provisions shall remain in full force and effect. This Release of Liability shall be binding on me, my family, heirs, next of kin, legal representatives, beneficiaries, successors and assigns. I hereby authorize the Church and KBC to use, reproduce, distribute, display, and to license others to use, reproduce, distribute, and display, my child's image, and photograph, as well as any video, digital, or audio recording or reproduction, in connection with external and internal communications of the Church and KBC for the sole purpose of advancing KBC programs. I acknowledge and consent that registration will allow KBC to obtain access to personal information regarding me and my child participant. I agree that KBC may use such personal information in a manner consistent with KBC's Conditions of Use and Privacy as amended from time to time. I further understand that the current version of KBC's Privacy Policy may be found at [kidsbeachclub.org/privacy](http://kidsbeachclub.org/privacy).


#### Consent to Medical Treatment

In the event my child is injured or becomes ill in Program activities, and if I, the parent or guardian of the above-named child, am not present to make medical decisions, I hereby authorize the Church, its staff, volunteers including volunteer parent participants, to arrange for and consent on my behalf to emergency medical and dental care and treatment, including tests and radiological exams, and surgery, and hospital care and treatment, and to consent to medications for pain and other conditions as prescribed by medical personnel attending my child. I am responsible for payment of any medical charges or expenses not covered by my insurance or the insurance applicable to my child (if any). My signature on the parent permission/child registration form indicates that all information provided in this form is true and accurate, and that I fully agree to all statements made on the form, including but not limited to the Authorization and Release of Liability, Medical Conditions, and Consent to Medical Treatment. My signature also indicates that all legal guardians are aware and consensual with participation of the child named on the registration form.

making  
**Jesus** cool  
at school!

PRIVACY POLICY  
PAGE 1 OF 1

## Addendum 4: National Background Check (2 pages)

 **National Background Check**

All entries below will be recorded online on your behalf and then destroyed. By completing, you are aware that you are submitting information by proxy to Protect My Ministry, a consumer reporting agency as defined by the Fair Credit Reporting Act, for the purpose of Disclosure and Authorization for Background Investigation to be completed on behalf of KiDs Beach Club. ☐ I am aware (Initial or Checked Box Required.)

\* **FULL LEGAL NAME**

\* First  \* Middle  \* Last

☐ I have no legal middle name.

OTHER NAMES USED

OTHER NAMES USED

OTHER NAMES USED

☐ I have not used any other names than the ones listed above. (Initial or Checked Box Required.)

\* **DATE OF BIRTH**

\* Year  \* Month  \* Day

\* **EMAIL ADDRESS**

\* **SOCIAL SECURITY NUMBER** \* **TELEPHONE NUMBER** \* **SEX**

☐ MALE ☐ FEMALE

\* **RACE (CHOOSE ONE)**


☐ Race Unknown ☐ Black/African American ☐ Asian/Pacific Islander  
☐ White ☐ Hispanic ☐ Alaskan Native/American Indian

\* **LIST ALL US BASED ADDRESSES FOR THE PAST 7 YEARS, INCLUDING PERIODS OF RESIDENCY**

\* **CURRENT ADDRESS** \* **SINCE YEAR** \* **SINCE MONTH** \* **SINCE DAY** \* **COUNTY**

\* **CURRENT CITY** \* **CURRENT STATE** \* **CURRENT ZIP CODE**

NATIONAL BACKGROUND CHECK  
PAGE 1 OF 2

 **National Background Check**

**FORMER ADDRESS 1** SINCE YEAR:  SINCE MONTH:  SINCE DAY:  COUNTY:

CITY  STATE  ZIP CODE

(Use back of paper for additional addresses and dates, then initial or check the below box.)  
☐ I have provided all US based addresses for the past seven (7) years. (Initial or Checked Box Required.)

\* **POSITION YOU ARE APPLYING FOR (CHOOSE ONE)**

<input type="checkbox"/> Church Coordinator	<input type="checkbox"/> Snack Leader	<input type="checkbox"/> Bible Connection Leader	<input type="checkbox"/> Surf Team Leader
<input type="checkbox"/> Club Leader	<input type="checkbox"/> Worship Leader	<input type="checkbox"/> Review Game Leader	<input type="checkbox"/> Helper
<input type="checkbox"/> Record Keeper	<input type="checkbox"/> Memory Link Leader	<input type="checkbox"/> Decision Counselor	<input type="checkbox"/> Other: <input type="text"/>

\* During your lifetime, have you ever been arrested for molesting or abusing a child, accused of physical assault or a sexual offense of any nature? ☐ YES ☐ NO

\* Have you ever been prosecuted for child abuse or molestation? ☐ YES ☐ NO

\* When did you make your profession of faith in Christ?

\* Please list the name of your church (include city/state)

\* Please list the names of other churches you have attended regularly during the past ten (10) years.

\* Please list the names of other KiDs Beach Club® members that you know.

\* List the names, addresses, and phone numbers of three (3) personal references.  
1.   
2.   
3.

**DISCLOSURE AND AUTHORIZATION - BACKGROUND INVESTIGATION**

In connection with my application to serve as a volunteer with KiDs Beach Club (KBC), I understand that a "consumer report" as defined by the Fair Credit Reporting Act, will be requested by a 3rd party contractor for KBC for volunteer purposes. These reports may contain information as to my character, general reputation, personal characteristics or mode of living, whichever are applicable. They may involve interviews with sources such as my neighbors, friends, or associates. The report may also contain information about me relating to my criminal history, credit history, driving and/or motor vehicle records, social security number verification, verification of education or employment history, or other background checks. Such reports may be obtained at any time after receipt of this Disclosure and Authorization and I am free to serve as a volunteer throughout the course of my volunteer service, as permitted by law unless revoked by me in writing. I understand that I have the right upon written request made within a reasonable amount of time after the receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report to the Consumer Reporting Agency. By signing below, I authorize KiDs Beach Club with outdates agents to obtain or prepare consumer reports about me. I acknowledge receipt of a copy of A Summary of Your Rights under the Fair Credit Reporting Act and certify that I have read this Disclosure and Authorization as well as the summary explaining my rights under the Fair Credit Reporting Act. I understand that I have the right, upon written request made within a reasonable amount of time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report to Protect My Ministry, LLC, 14499 N. Dale Mabey Hwy, Suite 201 South, Tampa FL 33618 or 1-800-319-5581.

☐ I AGREE ☐ I DISAGREE For California, Minnesota, and Oklahoma residents only: Please check the box below if you wish to receive a copy of a consumer report that is requested. ☐ SEND ME THE REPORT

\* Initial or Checked Box Required

\* **Signature (First, Middle, Last Legal Name)**  \* **Last four digits of SSN**  \* **Date**

NATIONAL BACKGROUND CHECK  
PAGE 2 OF 2

## Addendum 5: Teen Helper Application



### Teen Helper Application

High school students (ages 14-17) who wish to serve in a Beach Club® are called Teen Helpers. Teen Helpers may not lead their own surf teams and do not count in the 1:10 adult-to-student ratio. Teen Helpers who wish to serve in a Beach Club® must view the Policies & Procedures video, read both the Child Protection Policy and the Statement of Faith that can be found by clicking on the LOGIN tab at the top of any page of KiDsBeachClub.org and clicking on Volunteer Background Check. They will complete this paper form instead of continuing to the agreement form and return to the church for approval prior to serving in a Beach Club®. (\* indicates required field.)

\*Name \_\_\_\_\_ \*Age \_\_\_\_\_

\*School You Attend \_\_\_\_\_ \*Grade \_\_\_\_\_

\*Phone \_\_\_\_\_ \*Email \_\_\_\_\_ \*T-Shirt Size \_\_\_\_\_

\*Address \_\_\_\_\_ Apt. \_\_\_\_\_

\*City \_\_\_\_\_ \*State \_\_\_\_\_ \*Zip Code \_\_\_\_\_

\*Church You Attend \_\_\_\_\_

\*Are you a church member? Yes No How often do you attend ? \_\_\_\_\_

\_\_\_\_\_

\*Why would you like to be a Teen Helper in Beach Club®? \_\_\_\_\_

\_\_\_\_\_

\*What other activities are you involved in at school, at church and in the community? \_\_\_\_\_

\_\_\_\_\_

\*In your personal opinion, what do you think it takes for a person to go to heaven? \_\_\_\_\_

\_\_\_\_\_

\*Describe when you became a Christian. How old were you? Where were you? \_\_\_\_\_

\_\_\_\_\_

\*Do you have experience working with kids? If so, in what capacity? \_\_\_\_\_

\_\_\_\_\_

\*What else would you like your Beach Club® leaders to know about you? \_\_\_\_\_

\_\_\_\_\_

I have completed requirements for Teen Helper applicants by (1) watching the required video and (2) reading the Child Protection Policy and Statement of Faith. I agree and understand and agree to abide by them.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_  
Print Name Signature Date



P.O Box 635, Euless, TX 76039-0635



PH: 817-510-5885



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