**DOC ACCESS APPROVAL**

***These instructions ONLY apply to the Media and Tours***

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|  | **INSTRUCTIONS** |
| **✓** | Access to DOC facilities will normally be limited to those people who have a governmental, legal, educational, security, or business interest in that facility. |
| **✓** | The DOC Access Approval and Release of Waiver and Liability form must be submitted to the Warden, Director or Superintendent of the institution at least five (5) working days prior to the requested access date. |
| **✓** | Access will normally be scheduled Monday - Friday from 8 AM to 3 PM, excluding holidays. |
| **✓** | Every effort is made to honor an approved access; however, an emergency situation may prevent a scheduled entrance. |
| **✓** | Groups must be of a manageable size, normally no greater than fifteen (15) people. |
| **✓** | All entrants normally must be at least eighteen (18) years old. |
| **✓** | Prospective entrants may be subject to a background check prior to being allowed access to a DOC facility. |
| **✓** | Media representatives and tour participants are required to complete a DOC Release and Waiver of Liability form prior to entering the security perimeter.  |
| **✓** | An immediate family member of an offender or a person on an offender’s visit list (except M2/W2 sponsors) will not be allowed to enter a DOC facility. |
| **✓** | All entrants must bring a picture ID with them. |
| **✓** | Cameras and any kind of recording device cannot be brought into the facility without prior approval from the Secretary of Corrections, or the DOC Communications and Information Manager, and the Warden, Director or Superintendent. |
| **✓** | Entrants will be denied access to the facility if they are not properly attired. Shorts, mini skirts, halter, tube or tank tops, and revealing/see through clothing are among those items not suitable for wearing in a DOC facility. |
| **✓** | Entrants are asked to lock purses, backpacks, medication, any potential weapons (e.g. jackknives) and tobacco products in their vehicle prior coming in a DOC facility. |

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| DOC ACCESS APPROVAL  |
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| **(Valid for One Year)** |
| **CHECK ONE:** | [ ]  M-2 [ ]  W-2 | [ ]  Volunteer | [ ]  Special Event Visitor | [ ]  Clergy  | [ ]  Vendor/Contractor | [ ]  Tour  | [ ]  Other |
|  |
| Purpose for Visit: |       |  |  |
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|       |  |       |  |       |  |       -       -       |
| Last Name |  | First Name |  | MI |  | Social Security Number |
|  |
|       |  |       |  |       |  |       |
| Street Address/P.O. Box |  | City |  | State | Zip Code |
|  |
|       -       -       |  |       -       -       |  |       -       -       |
| Home Telephone Number |  | Work Telephone Number |  | Cell Phone Number (optional) |
|  |
|       |  |       |  |       |
| Date of Birth |  | Driver’s License Number # |  | State Issuing Driver’s License |
|  |
| Previous Names Used (if applicable): |       |
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| Have You Ever Been Convicted of a Felony? | [ ]  Yes |  | [ ]  No |  | If “yes”, please explain below: |
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|  |       |
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| Do You Know Any Inmates at a South Dakota DOC Facility? | [ ]  Yes |  | [ ]  No | If “yes”, please explain: |
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| **RELEASE:** | My signature on this form authorizes the South Dakota Department of Corrections, or its representative(s) to obtain  |
| and review my criminal background and any other background information necessary. I certify that the information given is true, correctand complete to the best of my knowledge and belief. |
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| **VOLUNTEER WORK AGREEEMENT:** | By my signature on this form I agree to perform the duties and responsibilities of a  |
| volunteer/clergy mutually agreed to by myself and the South Dakota Department of Corrections. I understand that my participation or services are voluntary, that I will not be compensated and that volunteer workers are provided worker’s compensation coverage. I also understand that (if a volunteer worker) I will be covered by the same terms and conditions applicable to state employees according to the liability coverage program for public entities while performing volunteer activities. This agreement may be canceled at any time by notification of either party.  |
|  |
| **FACILITIES USE AGREEMENT INDEMNIFICATION/INSURANCE CLAUSE:** | By my signature on this form I agree to  |
| indemnify and hold the State, and its officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of any Department of Corrections’ facility/property. It is the intention of the parties that the State, and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries, either in person or property. I expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement, and I agree to pay the State for all damages caused to the facilities resulting from my activities hereunder. My activities, pursuant to this agreement, will be supervised by adequately trained personnel, and I will observe, and cause participants in the activity to observe, all safety rules for the facility and the activity. I acknowledge that if I use a Department of Corrections’ facility for a high risk activity I will be required to carry liability insurance in an amount determined by the State and I will be required to show proof of such liability insurance. |
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| I have read the above agreement, understand it, and agree to serve as a volunteer worker, special events participant or clergy at a Department of Corrections’ facility. (*Write “NA” if not applicable*) |
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|       |  |       |  |       |  |       |
| Signature of Applicant |  | Date |  | Staff Signature |  | Date |
|  |
| **FOR OFFICE USE ONLY:** | Background Check Complete: | [ ]  Yes | [ ]  No | (Attach Printouts) |
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|       |  |       |  |       |  |       |
| Special Security/Major Signature |  | Date |  | Deputy Warden/Designee Signature |  | Date |
|  | Approved: | [ ]  Yes | [ ]  No  |  |  |

PHOTO ID IS REQUIRED TO GAIN ACCESS INTO A DOC FACILITY

**PLEASE RETURN THIS FORM AT LEAST FIVE (5) WORKING DAYS PRIOR TO VISIT/EVENT**

**TO THE DESIGNATED SD DEPT. OF CORRECTIONS OFFICIAL**.

**DOC RELEASE AND WAIVER OF LIABILITY**

**(Valid for One Year)**

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| By my signature below, I acknowledge that I am aware of, appreciate the character of and voluntarily assume the risks involved in participating in work, a religious activity, a cultural activity, a tour or some other activity that requires admission inside the security perimeter of each or all the following:  |
| the South Dakota State Penitentiary or Jameson Prison Annex, Sioux Falls, South Dakota; Mike Durfee State Prison, Springfield, South Dakota; South Dakota Women’s Prison, Pierre, South Dakota; or any and all subsidiary facilities or operations of the South Dakota Department of Corrections. |
| By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:1. Waive any claim or cause of action against and release from liability the State of

South Dakota, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;1. Agree to indemnity and hold harmless the State of South Dakota, its officers,

employees, and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and1. Consent to receive any medical treatment deemed advisable during my participation

in the activity listed above. |
| I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTAIRLY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO A COMPLETE AND UNCODITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. |
| Name: |       |  | Date of Birth: |       |
|  |
| Signature: |       |
|  |
| Address: |       |
|  |
| Date: |       |  |