

Pacific Lutheran University

Risk Management

Travel Guidelines

Revised July 2017



The Pacific Lutheran University Travel Guidelines were initially issued in February 2004 by the Office of Finance and Operations. The guidelines are reviewed annually and revised as needed. The August 2017 revision has been prepared by Sue Liden, Manager, Director of Risk Management and Insurance.

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I. Introduction

The purpose of the risk management travel guidelines is to promote safe and enjoyable travel for university administrators, staff, faculty and students. The guidelines are designed to assist leaders in planning off-campus activities. These guidelines are not intended to modify any existing rules or policies or create new liabilities or obligations of Pacific Lutheran University. For guidance on the use of the University's resources to pay for travel and expenses please refer to the Travel and Business Expense Policy. This policy can be found at www.plu.edu/business-office/documents-and-forms/. Any rules or policies can be changed without reference to these guidelines and those rules or policies will control regardless of statements made in these guidelines.

II. University Sponsored Activities

A. Determination

Official off-campus activities receive the benefit of the university's insurance and other support. Affiliation with PLU doesn't equate to sponsorship of travel or activities. The leader of a group activity should check with his or her supervisor to learn the details of what resources are available and how the activity can become officially sanctioned. Travel and activities that are not covered by the university's insurance may leave the trip leader and participants vulnerable to legal liability, payment of expenses and contractual obligations.

Criteria for determining sponsored status: If all of the following questions can be answered affirmatively then it is likely that the activity will be classified as sponsored and benefit from university insurance resources. If all or some of the criteria have a negative response, your activity may not be covered by university insurance.

- Is the activity part of the educational mission of the university?
- Is the function of an activity an official function of a university academic or administrative unit?
- Do university personnel, acting within their capacity as university employees, have a major planning role in this activity?
- Has the Department Head, Dean and/or Chair approved the program or activity?
- Is there direct supervision by a university employee, acting within the scope of their employment throughout the course of the activity?
- Is the activity financially supported by the university?
- For fundraising activities, will monies earned in fundraising be returned to the university and/or be funneled through a Business Office account?

B. Pre-authorization

Pre-travel authorization is almost always required. A pre-travel authorization form can be found on the Business Office website (www.plu.edu/business-office/). Usually, this form is completed by an employee of the university, but in some instances a group leader who is not an employee can fill out the form. This form requires an estimation of various travel costs and cash advances, as well as an accounting of who will be traveling and when. The Business Office requires this form only if the employee is requesting advance payment. If this is not the case, the form should be retained by the Division or Department.

C. Off-campus class/student organization activities

Off-campus class and student organization activities should be planned using these guidelines and approved purchasing practices. Student organizations should also refer to the PLU Clubs and Organizations website: <http://www.plu.edu/clubs/programming/Travel.php>.

Trip leaders must complete and take the [Emergency Information Template](#) , [Emergency Management Instructions](#) and copies of signed *Waivers* on the trip.

Leave an itinerary, contact information and original signed waivers on campus with someone in your department who can be easily contacted.

D. Off-campus employee gatherings, conferences and retreats

Off-campus gatherings, retreats, and professional development travel required of employees should be planned using these guidelines and approved purchasing practices. Optional conference and professional development travel should also be planned according to these travel guidelines.

Complete and take the [Emergency Information Template](#) and [Emergency Management Instructions](#). Leave an itinerary and contact information on campus with someone in your department who can be easily contacted.

Waivers are usually not necessary for employee retreats, gatherings or conference travel. International travel programs may require employees to provide medical disclosures and sign waivers.

Accidents that occur during appointed meeting or gathering times may be eligible for worker's compensation or a combination of insurance resources. Travel to and from off-campus gatherings is not covered by university insurance when it originates the from employee's home address.

Employees involved in university activities as a student or some other non-employee context, must complete the same processes required of the other participants (waiver, purchasing insurance, etc.). Worker's compensation and other employee benefits do not cover activities in a non-employee context.

E. University policies that govern off-campus activities

Off-campus instructional activities and locations should be planned in accordance with university policies, including those concerning alcohol and drug use, vehicle use, student misconduct, smoking, sexual harassment, consensual relationships, and principles of academic freedom. In some circumstances these policies may also apply to non-instructional activities even though the activity is off-campus (for example, sexual harassment is prohibited no matter where or when it occurs).

As a result, participants should be familiar with PLU policies. Employee policies and student conduct codes and handbooks can be found at: www.plu.edu/personnel-manual and <http://www.plu.edu/conduct/Student> Code of Conduct and Procedures.

III. Arranging Transportation

A. Determination of transportation requirements

Factors to consider when determining transportation requirements for an off-campus activity include:

- distance to be traveled
- number of participants
- availability of public transportation
- availability of PLU owned and/or rental vehicles
- PLU's Driving Policy (www.plu.edu/campus-safety/Driving for PLU)
- budget restrictions

B. Use of personal vehicles

Employee or student owned vehicles used for PLU business are NOT covered by PLU insurance. Avoid the use of any personal vehicles for university-sponsored travel. PLU certified employees and students can drive university and rental vehicles.

Instructors/trip leaders should not suggest, encourage or facilitate carpool arrangements. Announce to students/participants that they are responsible for their own transportation when PLU transportation is not available for local field trips, off-campus classes or activities. The [Off-Site Class/Activity Notice](#) may be used to inform students/participants of the location of the class/activity and their requirement to provide their own transportation. If public transportation is available it can be noted on this form.

Mileage reimbursement is available to employees who use their personal vehicles for university-sponsored travel. Mileage is intended to offset the costs of operating a vehicle (gas, wear and tear, and insurance). Before travel, make sure the department head authorizes the trip so mileage will be reimbursed. An *Auto Mileage Reimbursement* form can be found at the Business Office website (www.plu.edu/business-office). It contains mileage rate and other information.

C. Driving policy/certification

All members of the university who are authorized to drive university vehicles or operate a vehicle to conduct university business must operate vehicles in strict accordance with all Washington State and Pierce County laws or the laws in the jurisdiction where they are operating the vehicle. ***No work or errand is of sufficient importance to violate safe driving practices.*** Safe vehicle operation is the responsibility of all members of the PLU community while participating in all PLU business or activities.

Be familiar with the PLU driving policy found on the Campus Safety website at: [www.plu.edu/campus-safety/Driving for PLU](http://www.plu.edu/campus-safety/Driving%20for%20PLU). The policy includes driver certification, auto insurance information, accident reporting instructions and van transportation policies.

D. PLU/rental vehicles

Information about rental of PLU fleet vans, commercial rental vehicles can be found at www.plu.edu/campus-safety/vehicle-rentals. PLU has contracted for a discounted vehicle rental rate from Enterprise Rent-A Car and National. The Parkland branch of Enterprise Rent-A-Car will drop off rental vehicles to PLU Campus Safety. See Section V.A.2. for insurance requirements. Report accidents as outlined in section VI.

E. Airplane travel

Personally owned aircraft are not covered by university insurance. The owner of the aircraft and trip leaders assume all liability for people and accidents while aboard the aircraft. **Privately owned aircraft should never be utilized for university-sponsored education or recreational programming.**

Chartered aircraft travel. PLU must be named as additional insured for chartered airplane trips. That means a certificate of insurance with additional insured status must be requested and received from the company prior to travel. A copy of the certificate of insurance must be sent to: Pacific Lutheran University, Attention: Administrative Services, Tacoma, WA 98447.

Require participants to sign a waiver before embarking on travel in chartered aircrafts. Follow the protocol for administering waivers found in section IV.D.

Commercial Flights. During travel in a commercial airliner, participants are covered by the insurance of the airliner not the university insurance. Commercial airline flight does not require additional insured status.

F. Watercraft

PLU watercraft are insured for use in the water.

Watercraft not owned by PLU are not covered by PLU insurance. Activities that occur while aboard the uninsured watercraft are not covered by PLU insurance. PLU's foreign travel insurance policy will cover travel in watercraft for students and employees participating in travel abroad programs.

Require participants to sign a waiver before embarking on any chartered water travel. Follow the protocol for administering waivers found in section IV.D.

IV. Travel Planning Requirements

A. Itinerary

When planning an off-campus activity the trip leader must submit a written itinerary to the department head/organization advisor. This itinerary should include:

- Purpose of trip
- Names of participants
- Mode of transportation
- Name(s) of PLU certified drivers (if a PLU or rental vehicle is used)
- Contact information for trip leader (e-mail and phone numbers)
- Address of destination(s)
- Date and time of departure from campus
- Estimated time of arrival to destination
- Estimated time of departure from destination
- Date and time of return to campus

B. Plan adjustment/cancellation

Rather than expose participants to risk, delay departure or make itinerary adjustments for inclement weather, political unrest, or natural disasters. Consult with on-campus contacts so that the university is aware of any changes made to the travel itinerary.

The university does NOT support travel to countries with US travel warnings without special consent from the Wang Center Director. Please contact the Wang Center for Global Education for more details about traveling in countries with travel warning.

C. Information to participants

1. Potential hazards/dangers. Travel leaders should warn participants about and prepare them for hazards or conditions they may encounter during travel. Describe the cultural customs, dangers, and general environs of the destination(s) well in advance of the departure date. It is a good idea to engage travel participants in brainstorming about potential dangers along with appropriate precautions. These risks should be noted on the waiver form that participants sign prior to departing on the trip.

2. Standards of conduct.

Students. Discussions about the risks the participants might encounter are also a good way of encouraging appropriate conduct. By warning them of risks or concerns, the trip leader is also suggesting conduct parameters. Trip leaders should remind students of the Student Code of Conduct and may impose additional restrictions that seem appropriate. Trip leaders have the authority to remove travelers from a program at any time because of conduct, inappropriate preparation (i.e. unsuitable clothing, lacking medical information, or waivers), security or medical concerns, and natural disasters.

Even though participants do have to comply with the applicable rules of conduct imposed by the Student Code of Conduct or the trip leader, the participants are responsible for their own actions and behaviors at all times. Although trip leaders may not have to supervise participants during free time, the trip leader should be aware of where the participants are and what they are doing so that the trip leader can respond to medical or legal emergencies that might occur during a student's personal time.

Trip leaders may choose to set limits and curfews for student's off-time activities. The optional *Participant Agreement for Off-Campus Study (Appendix F)* may be used.

Employees. University employees and/or trip leaders should carefully consider personal, social, and instructional interactions through the course of the travel program or activity. The employee/trip leader should be aware of how the situation, setting, and personal conduct could be perceived by the students and colleagues and act accordingly.

D. Waivers

Waivers are documents designed to warn participants of risks and require that the participant sign and return the waiver to the trip leader prior to participating in the activity/trip.

1. Purpose

- Creates awareness for trip leaders of risks and better equips them for incidents that might arise.
- Increase awareness of the risks and obligations participants will assume and for which they are responsible. These include not only the risks of injury or sickness, but also unexpected travel costs, delays, itinerary changes, and property losses.
- Demonstrates that PLU has taken reasonable steps to inform participants of risks; and that PLU has taken reasonable precautions to prepare participants for the risks of the trip and activities.
- Protects PLU from unwarranted lawsuits. (If the institution is not negligent.)
- Waivers have become standard across the nation and are recommended as a Best Practice by our insurance consortium.

If you have questions about waivers, call the Administrative Services office, 253-535-7121, or Wang Center for International Programs, 253-535-7577.

2. Waiver requirements.

a. *Waivers are NEEDED when:*

- PLU has full or limited control of the activity and the activity is either inherently dangerous, includes overnight travel, or travel by a PLU vehicle or rental vehicle.
- One waiver can be used for multiple similar events over a fixed time period.
 - Fixed time period – one semester or one academic year.
 - Similar events – same activity/risks, same or different venue

b. *Waivers are NOT NEEDED when:*

- PLU has full or limited control of the activity and the activity does not include overnight travel, is not inherently dangerous and the university is not providing transportation.
- PLU has no control of a voluntary activity. (PLU's name should not be used with any advertising of the activity.)
- Trip is voluntary and not required for an academic course; and the university is not providing transportation.

3. Types of waivers.

- a. **Student Activity or Club Waiver** Used when a waiver is required and the activity is not a club or intramural sport.

- b. [Club Sport and Intramural Athletic Programs](#) Used for club sports and intramural athletics.
- c. [Departure Waiver Form](#) Ask participant(s) to sign this waiver if they will depart from the group itinerary and/or transportation and use independent means to travel to or from an activity location. When all participants are responsible for independent travel to and from events this waiver is not necessary or appropriate.

The Short Form waiver may no longer be used. If a waiver is required, each participant must sign an individual waiver form.

The Wang Center for International Programs will provide the waivers for all international trips and any other trips that they organize. If you have questions about the appropriate waiver to use, contact Finance and Operations, x7121 for clarification.

4. Administration.

How to administer the waiver. Always complete the following items when asking participants to sign waivers. Failure to do one of them will compromise the protection of the waiver and the participant.

- List the risks of the activity, from the least to most extreme. Insert the list of risks into the waiver (be specific and include the extremes like death and dismemberment).
- In a group setting, or in a one-on-one conversation, formally inform participants that by signing the waiver, participants
 - are releasing their right to legal recourse
 - are assuming responsibility for the risks of the activity – both physical and financial.
- Verbally point-out ALL the specific risks of an activity (which should also be listed in the waiver).
- Obtain a signed waiver for each participant before leaving. A participant should not be allowed to participate in the activity without a signed waiver. If the participant is a minor (under 18), obtain signatures from both the participant and parent/guardian. (The waiver process informs parents and students of risks and obligations to them. Notice that parents do not have the authority to waive the claims of the minors, so, instead, they are asked to indemnify the university against any such claims.)

Retain waivers in department files for three years. For those under 18, retain for three years after age 18. Departments may opt to send signed waivers to Finance and Operations for the retention period.

E. Preparation for Emergencies/Medical Information

1. Preparation for Emergencies. Trip leader should carry the following items at all times during travel. In addition, consider providing participants copies of the [Emergency Information Template](#).

[Emergency Information Template](#) Complete this template and include after-hour and daytime campus contacts, destination hospitals and police phones and addresses. Hospital and police locations and phone numbers can be found on the internet or consult with the Wang Center for International Programs for international programs. If you have a cell phone leave it on or check it frequently for messages so that you can respond if participants call you. Remind participants to leave their cell phones on or to check for messages so that the trip leader can easily contact participants at any time.

Emergency Management Instructions Print, read and carry these instructions during travel. Trip leaders should also carry copies of the *Off-Campus Incident Report (Appendix E)* in order to document any incidents that occur during the trip.

2. Obtaining medical treatment during off-campus travel.

All participants should have health insurance. (See section V. for insurance resources.) Confirm that all participants carry their insurance card on the trip. The trip leader should carry emergency contact information for each participant.

Some medical providers will not treat travelers without payment in advance even with proof of insurance. If a participant is unable to pay for treatment, we suggest that the parents or spouse are contacted to obtain a credit card number. If all else fails, provide a university credit card or call a university contact. Remind patients to get medical records and receipts at the time of treatment. It can be difficult or impossible to get records after the fact, particularly in foreign countries. These records are required for reimbursement from an insurance company.

Medical expenses are the responsibility of participants. The university must be reimbursed *immediately* upon return when treatment, services, or supplies were funded by the university. If collection of the reimbursement becomes a problem, please contact the Business Office to have the charges added to the student account.

V. Insurance

A. Vehicle.

1. Personal vehicles. PLU is unable to provide auto insurance for personal employee or student vehicles when used for PLU business. In case of an accident, follow the instructions found in the *Emergency Management Instructions* and report the accident to your insurance company.

2. Rental vehicles. When renting a vehicle in foreign countries (including Canada) **always** purchase rental vehicle insurance. When renting in the United States **do not** purchase rental vehicle insurance because PLU's auto insurance covers PLU certified drivers during PLU sponsored activities in PLU owned or rental vehicles. Always check rental vehicles for damage before and after use. Document any damage, or lack of damage, on the forms provided by the vendors.

B. Health/Worker's Compensation.

Students and employees participating in PLU sponsored international travel are covered by the university's foreign travel insurance policy. This policy is a short-term policy that covers medical treatment and repatriation in foreign countries. Each participant will be issued insurance information that should be carried at all times. (*PLU's foreign travel insurance does not cover international faculty and students travelling in their home country.*)

Students participating in PLU sponsored travel in the United States are responsible for their own health insurance. Students should carry proof of their insurance coverage at all times.

Worker's compensation insurance will cover medical expenses for employees who become injured in the performance of their job responsibilities. Some care providers will not treat without payment in advance regardless of insurance. Be prepared to provide a university or personal credit card to pay for medical care in such situations. Obtain medical records and receipts for care and supplies immediately for insurance purposes and reimbursement. See *Emergency Management Instructions (Appendix C)* report the claim to Human Resources upon return to campus. Medical expenses for healthcare treatment unrelated to an injury caused by the job are the responsibility of employees.

C. Travel. PLU's [Assist America Global Emergency Services](#) program provides 24-hour emergency assistance to PLU employees, experiencing a medical or other emergency when they travel 100 miles or more from home on PLU business. Travel must be less than 90 days. Please note that this does not replace medical insurance. Information on this program is available on the Finance and Operations website.

D. Property. The university insurance does not cover personal belongings that are taken on a trip or located in an employee's office, classroom or other campus locations or a student's residence hall room or other campus locations. Individuals should purchase renters or homeowners insurance for personal belongings. Unnecessary documents, credit cards, identification and valuables should be left at home. The following information should be left in a secure, separate, easily accessible location in the event of theft or loss:

- list your credit card and traveler's check numbers and loss notification contacts
- copy your passport
- record prescription information

E. Liability.

While acting within the scope of employment responsibilities, PLU employees involved with university sponsored travel are covered by the university's general liability and professional liability policies. Professional development and conference travel are often included. To be sure, check with the risk manager in advance (253-535-7121). In any case, be sure your program is "sponsored" and authorized because you will not be covered during unauthorized travel and activities.

Students and participants who are not employees, as well as employees who are participating in the activity when the activity is not part of their job, typically are not covered by insurance. This includes activities involving clubs and other organizations' activities, even if those activities are approved by the university.

Intentionally harmful or negligent acts may not be covered by university insurance.

VI. Response to Emergency/Medical Incidents during Travel.

A. Emergency Management. Trip leaders can find themselves faced with crisis or emergencies while away from campus. Situations listed below require the trip leader to contact the university staff, no matter the distance from campus. A trip leader should always consult with the appropriate campus parties about any situation when feeling uncomfortable or uncertain. Specific instructions for responding to emergencies are provided in the [Emergency Management Instructions](#). It is suggested that team leaders print and carry one or several copies of these instructions during travel.

Situations requiring emergency management:

- Death or serious injury/illness (student or employee)
- Emotional or psychological problems (student or employee)
- Incarceration or accused of committing a crime (student or employee)
- Victim of a crime: theft, assault, rape, harassment, etc. (student or employee)
- Vehicle accident or damage
- Political unrest or natural disaster

B. Vehicle accidents. Follow the [Emergency Management Instructions](#). Call Campus Safety immediately in the event of any accident that occurs while on PLU business or driving a PLU or rental vehicle. Campus Safety will provide instructions and support. If driving a PLU or rental vehicle avoid providing personal contact information to anyone but the police. Substitute PLU addresses and phone numbers. Expenses for repair or damage of university fleet or rental vehicles will be charged to university departments. If an insurance claim is filed, departments are responsible for only the deductible.

C. Incidents requiring medical treatment. Refer to IV. E. 3.

The trip leader is typically thrust into the role of advocate for the patient in the event of medical emergencies. Some medical providers will not treat travelers without payment in advance even with proof of insurance. If a participant is unable to pay for treatment, we suggest someone call parents or spouses to obtain a credit card number. If all else fails, provide a university credit card or call a university contact. Remind patients to get medical records and receipts at the time of treatment. It can be difficult or impossible to get records afterwards, particularly in foreign countries. The records are required for reimbursement from an insurance company.

Medical expenses are the responsibility of participants. The university must be reimbursed immediately upon return when treatment, services, or supplies were funded by the university. If collection of the reimbursement becomes a problem, please contact the Business Office about charging to a student account.

Travel Checklist

Pre-Travel:

- ___ Determine sponsorship for trip and obtain authorization
- ___ Complete pre-travel authorization forms and submit to supervisor.
- ___ Plan your trip itinerary carefully. *International trips must be coordinated through the Wang Center for International Programs; local trips should be planned using your department guidelines and university purchase policies.*
- ___ Arrange transportation with insured vendors and procure vehicles with adequate space. **Do not coordinate or suggest carpools.**
- ___ Complete *Emergency Information Template*
- ___ Communicate the following information to participants in advance of travel:
 - ___ itinerary
 - ___ dangers, hazards, and risks they will assume
 - ___ precautions about personal possessions
 - ___ discuss expectations including alcohol policy
 - ___ pre-travel medical requirements and instructions for obtaining same
 - ___ encourage personal insurance policies
 - ___ explain medical treatment protocol away from campus
 - ___ explain purpose of medical statement and provide instructions for completion
 - ___ select and administer appropriate waiver(s)

Collect and/or distribute prior to departure:

- ___ Obtain signed waivers from every participant if appropriate-retain on campus.
- ___ Obtain and take with you completed and signed medical statements from every participant
- ___ Leave a detailed itinerary and emergency phone numbers with someone on campus
- ___ Get travel advances or a purchasing card from the Business Office
- ___ Leave credit card information, traveler's check numbers, and copy of passport in a safe place

Take with you and carry throughout travel:

- ___ Completed *Emergency Contact Template*
- ___ *Emergency Management Instructions*
- ___ Sealed medical statements (Sealed in an envelope and maintained by the leader.)
- ___ Cell phone and recharging unit

Upon return:

- ___ Shred medical statements or send to Health Center in a sealed envelope with note to shred
- ___ Shred participant telephone numbers and other personal information
- ___ Submit signed *Travel Expense Voucher* and/or *Auto Mileage Reimbursement* forms to the Business Office within 15 days and include monies owing to the university for travel or medical expenses. *Submit expense vouchers to the Wang Center for International Programs for Wang Center Programs.*
- ___ Store waivers for three years in department files or send to Finance and Operations
- ___ Provide post-travel documentation to your department and the Wang Center for International Programs as required.

Off-Site Class or Activity Notice

Emergency Management Instructions

[Emergency Information Template](#)

Participant Agreement for Off-Campus Study (Student Conduct)

PARTICIPANT AGREEMENT FOR OFF-CAMPUS STUDY

Participants in PLU Off-Campus Study Programs are expected to maintain good behavior, observe local rules and laws, and behave in a manner that protects their safety and that of others in the group.

Pacific Lutheran University reserves the right to dismiss a participant for reasons of unacceptable personal behavior and/or academic performance. Such dismissal will be without refund. Return transportation, if applicable, will be at participant's expense.

There are some basic and inviolable rules of behavior related to every off-campus program.

- The participants must maintain an adequate standard of academic work in the program and behave responsibly in their living situation and on group excursions.
- Participants must refrain from political activity for their own safety while in the host country. Participants in overseas programs may not participate in such political activities as: joining political parties or unions, demonstrations, soliciting political material or picketing.
- Illegal drugs in any form are not tolerated, and participants dependent on their use should not apply. Laws state that possession or use of illegal drugs is punishable by fine, or imprisonment. Participants found using or possessing illegal drugs in any form are subject to immediate expulsion.
- Violent behavior results in automatic dismissal.
- Sexual behavior disruptive to the program similarly merits dismissal.
- Breaches of the local law are referred to and handled by the appropriate law enforcement authorities.
- Participants assume any and all risk involved in this activity.

Participants Agreement:

I understand that as a Pacific Lutheran University trip participant, I will be viewed as a representative of my country and my university. It is my intention to act as a good-will ambassador and conduct myself in a fitting manner. I have read these rules. I agree to follow them, and I understand that violation of this agreement can lead to a termination of my involvement in the activity and may also lead to probation or dismissal at the University.

Participant Signature

Date

Student Activity or Club Waiver

STUDENT ACTIVITY or CLUB

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____ ("*Participant*"), hereby acknowledge that I have voluntarily elected to participate in the _____ (*name of Activity and/or Club*), to be held in and around _____ (*location*) for the date(s) of _____ (*beginning and end date(s)*). **In consideration for being permitted by Pacific Lutheran University, the "UNIVERSITY", to participate in the Activity, I hereby acknowledge and agree to the following:**

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary and that my participation is not required by the UNIVERSITY.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with the UNIVERSITY policies and procedures, including but not limited to the PLU Student Handbook, PLU Student Conduct, and PLU Club Handbook. I further agree to abide by all the rules and requirements of the Activity. I acknowledge that the UNIVERSITY has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Activity, or for any other reason in the UNIVERSITY's discretion.

Initial _____.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Activity. I understand that there are risks involved in the activity which include, but are not limited to: [**SPECIFY risks related to Activity*] _____, travel to and from Activity site via private vehicle, common carrier, and/or UNIVERSITY owned vehicle, conditions of facilities, injuries due to condition of equipment, crime, weather condition, facility conditions, wildlife, negligent first aid operations and there may be other risks not known to me or not reasonably foreseeable to me at this time. In addition, I understand that as a Participant in the Activity, I will engage in physical activities, including [*SPECIFY PHYSICAL ACTIVITY*] _____ during which I could sustain serious personal injuries, property damage, or even death. I understand that as a Participant in the Activity I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only the UNIVERSITY's actions or inactions, but also the actions, inactions, negligence or fault of others, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility. **Initial** _____

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the UNIVERSITY, its governing board, directors, officers, employees, agents, volunteers, and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts. **Initial** _____

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Activity, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that there potential risks include, but are not limited to: [**SPECIFY risks related to Activity*] _____, travel to and from Activity site via private vehicle, common carrier, and/or UNIVERSITY owned vehicle, injuries due to the condition of the equipment, weather conditions, facility condition, crime, wildlife, negligent first aid operations or Releasees, and other risks that are unknown at this time. In addition, I

understand that as a participant in the Program, I will engage in physical activities, including [**SPECIFY physical risks related to activity*]_____ during which I could sustain serious personal injuries, broken bones, illness, property damage, or even death. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR NEGLIGENT ACTS,** and assume full responsibility for my participation in the Program. **Initial** _____

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and all kind (including attorneys' fees), arising from any injury, property damage, or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS.** **Initial** _____

PERSONAL MEDICAL INSURANCE: I agree to purchase and maintain during the term of the Activity personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require either directly or not directly related to my participation in the Activity. **Initial** _____

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in the Activity and that I do not have any medical record of history that could be aggravated by my participation in this particular Activity. **Initial** _____

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Activity. In the event of any medical emergency, I (**initial one**) **do** ___ **do not** ___ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that the UNIVERSITY personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. **Initial** _____

I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Washington. I understand that I may seek legal counsel of my own choosing to fully explain any terms of the Agreement to me before I sign it. **SEVERABILITY:** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE, OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WILL AS MY OWN.

Signature of Participant _____ Date

Signature of parent/Guardian for Participants under eighteen (18) years of age:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. **I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to releasees as set forth in detail above.

Signature of Parent/Guardian _____ Date

Club Sport or Intramural Athletics Programs Waiver

Tips for administering an effective waiver.

***Example of Specific Activities**

***Examples of Corresponding Specific Risks**

Special Precautions for Trip Leader

Water: activities near, but not in, the Water (specifics not known)	Drowning, sunburn, heat/sun stroke, vehicle accidents	Provide sunscreen; watch for riptides/undercurrents and storms
Water: Swimming	Over exertion, drowning, physical injury by sea animal or debris, sunburn, heat/sun stroke. vehicle accidents	Certify that participants can pass swim test at PLU pool, advisable to swim where lifeguards posted; swim in clean water; provide safe swimming environments (no dangerous undercurrents/riptides, storms, rocks, poisonous jellyfish, etc); provide sunscreen; 1 participant should have CPR/First aid skills;
Water: boating, kayaking, canoeing, rafting Sitting for long periods Swimming	Over exertion, drowning, loss of personal property to water, broken bones, head injury, dismemberment, loss of vision, lacerations, sunburn, heat/sun stroke, vehicle accidents	Mandatory: life jacket to be worn by every individual 100% of the time on any and every vessel; provide sunscreen; 1 participant should have CPR/First aid skills; certify that participants can pass swim test at PLU pool
Hiking over physically challenging and dangerous terrain	Over exertion, head injury, dismemberment, loss of vision, lacerations, sunburn, heat/sun stroke, death, vehicle accidents	Orient participants before trip about physical skills requirements and equipment requirements; be realistic about ADA accommodations; provide sunscreen; 1 participant should have CPR/First aid skills; have cell or satellite phone on hike; advisable to ensure participants are physically matched for the activity
Hiking moderately physically challenging and dangerous terrain	Over exertion, head injury, dismemberment, loss of vision, lacerations, sunburn, heat/sun stroke, death, vehicle accidents	
Hiking in locations in safe areas over terrain that an average physically fit person will not find difficult	Over exertion, lacerations, falling, broken bones, vehicle accidents, exposure to poisonous snake and insect bites,	
Sports: specify which: basketball, football, softball, bowling, etc. Running, moving in unaccustomed ways, throwing,	Sprains to limbs, back, internal organs; bruises, face injuries, broken bones, head injury, lacerations, damage to or loss of teeth, vehicle accidents	
Road Trips: specify: shopping, art viewing, theater, or other events where participants are spectators	Vehicle accident and any kind of injuries related to an accident, crime resulting in loss of personal property and/or physical injuries	
Service Projects: specify: picking up garbage, working with children, crowds, activities using unfamiliar and potentially dangerous machines, unknown people, animals	Strains or sprains from lifting heavy objects, moving about in unfamiliar locations, exposure to illnesses	
Others? List specific physical actions and activities	List all of the worse case scenarios	Research needed precautions

PRECAUTIONS FOR EVERY TRIP: Be realistic about ADA accommodations and your ability to provide a safe opportunity and extra staffing! Don't endanger anyone through untested accommodations. Obtain advice from the ADA Officer at Counseling and Testing and the Residential Life Office.

Departure Waiver