

# Pacific Lutheran University Vehicle Safety Policy

*Approved by President's Council August 1, 2021*

## Introduction

Pacific Lutheran University will strive to protect the safety of all community members by authorizing qualified drivers to operate university owned, leased or rented vehicles. The purpose of this policy is to ensure that our drivers have the skills and information necessary to be effective and safe vehicle operators; to communicate driver responsibilities; reduce vehicle accidents, and implement corrective actions for poor driving or repetitive unsafe incidents. The following guidelines have been established to help Pacific Lutheran University (PLU) control the operation of our institution's owned, leased or rented vehicles.

## I. Driver Qualification

To help select only well-qualified drivers, PLU will adhere to the following procedures:

### A. Driver's License

1. All university faculty, staff and students whose duties may require them to operate a university vehicle or a rental vehicle must have a valid state (United States) driver's license appropriate for the type of vehicle they will be driving.
2. Individuals must have had a valid state driver's license for a minimum of two years.

### B. Motor Vehicle Record

1. Motor vehicle record (MVR) checks will be conducted:
  - a. On all faculty, staff and student employees where driving is part of their job description or who drive regularly (five or more times a year) on university business upon hiring or when their department identifies the need for them to drive regularly on university business.
  - b. On students and volunteers when the department head identifies the need for the student or volunteer to drive a university owned or rented vehicle on university business.
  - c. MVRs will be conducted every three years as long as the individual continues to drive regularly on university business.
  - d. The Director of Risk Services will set up a schedule to complete motor vehicle record (MVR) checks for current faculty, staff and student employees who drive regularly on university business. Motor vehicle record checks on these individuals will be scheduled by department over the next three years. MVRs will be conducted every three years as long as the individual remains employed at PLU.
2. All employees and student drivers will complete and sign the Washington State Driving Record Release of Interest form (Appendix A). These forms will be submitted to either PLU's Human Resource Office (new employees), PLU's Student Employment Office (student employees) or Department of Risk Services (continuing employees, volunteers and students driving for academic or club activities). Forms must be dropped off at the office indicated or sent via campus mail, regular mail or fax. Do not email these forms since they contain personally identifiable information.
3. Only drivers with a good driving record are allowed to operate institution vehicles or vehicles rented for institution business. If a driver's record contains one of the following violations within the past three (3) years, the individual is ineligible to serve as an institution driver:
  - a. Driving under the influence of alcohol/drugs
  - b. Failure to stop/report an accident

- c. Reckless driving
- d. Driving while impaired
- e. Making a false accident report
- f. Homicide, manslaughter, or assault arising out of the use of a vehicle
- g. Driving while license is suspended/revoked
- h. Speeding contest
- i. Attempting to elude a police officer

The following chart will be used to determine whether an individual is eligible to serve as an institution driver. Should a driver's record fall outside of the acceptable number of accidents or violations, that individual will not be allowed to operate an institution vehicle or drive on institution business. This chart should not take the place of or supersede your own state's Motor Vehicle Record guidelines and requirements regarding the maintenance of a driver's license in good standing.

**DRIVER ELIGIBILITY CHART**

# of Moving Violations Within the Past 3 Years	# of At-Fault Accidents Within the Past 3 Years			
	0	1	2	3
0	Yes	Yes	No	No
1	Yes	Yes	No	No
2	Yes	No	No	No
3	No	No	No	No
4	No	No	No	No

**Note:** On a case-by-case basis, this rule may be temporarily over-ridden by specific authorization of the Vice President and Chief Operating Officer. Such authorization must be in writing and will be maintained in the driver's personnel file. This specific authorization may be given only after the driver has attended an approved vendor's driver training course, lasting a minimum of 8-hours.

4. Drivers are responsible for reporting any changes in the status of their driving record.

**C. Driver Training**

In order to understand the responsibilities and techniques for driving safely, all drivers must be able to demonstrate their skills in the operation of their assigned vehicles.

- 1. Drivers must complete the Vector Solutions Defensive Driving and Van Safety on-line courses.
- 2. Additional on-line driving courses and behind the wheel training may be assigned as appropriate
- 3. New institution drivers will be trained at the time of hire or initial authorization, and regularly as established by the Department of Risk Services.
- 4. Drivers will be responsible for completing new courses as they are assigned.
- 5. Employees may be required to complete defensive driving training or another driver improvement training after any vehicle incident. The Director of Risk Services will evaluate the vehicle incident details and the driver's driving history to determine when a driver improvement course is required.

#### **D. Authorized Drivers List**

1. Department heads are responsible for determining the necessity of having each specific driver available to drive for their department. Department heads will provide the Director of Risk Services with a list of positions who are required to drive as part of their duties. The list must include the job title/position, employees name (if filled) and driving frequency (Appendix B). This list must be reviewed annually.
2. If there are vehicles which need special certifications to be driven, e.g. CDL, the authorized drivers for those vehicles will be identified.
3. The Department of Risk Services will maintain a consolidated authorized driver list.
4. Department heads or their designee are responsible for checking the authorized driver list to ensure that their employees are authorized to drive on PLU business.

#### **E. Assigned Vehicles**

Some vehicles may be assigned to individuals as part of their job duties or to a specific department for their assigned duties,

1. Employees should operate and maintain these vehicles as though they were their own.
2. Loaning vehicles to unauthorized users, hiring it out to others, using it to transport people or goods for a fee, or any other enterprise not approved by PLU is strictly prohibited.

#### **F. PLU Rental Vans**

PLU has branded vans available for rental by faculty, staff or students, for institution activities. Control of these vehicles will be maintained through Campus Safety.

1. When a department wishes to rent one of these vans, the requestor will complete the PLU Van Reservation form located on the Campus Safety website. The names of all drivers should be provided with the PLU Reservation form. The department representative submitting the form is responsible for verifying that the drivers are on the authorized driver list.
2. PLU branded vans will not be loaned, leased or rented to external entities or individuals.
3. Campus Safety will notify the department of the approval for and provide a time for the driver to pick up the keys.
4. When the driver arrives to pick up the keys, the Campus Safety employee will make a brief evaluation of the driver's condition. If the driver appears fatigued, ill or under the influence of alcohol or drugs, the individual will be denied use of the vehicle. This is at the Campus Safety Operations Supervisor's discretion, based upon observable conditions and behaviors.
5. All vehicles and keys must be returned to the Campus Safety Office within 30 minutes of returning to the campus.
6. Loaning vehicles to unauthorized users, hiring it out to others, using it to transport people or goods, for a fee, or any other enterprise not approved by the institution is strictly prohibited.

#### **G. 15-Passenger Vans**

Given the historic safety record of 15-passenger vans in general, PLU has elected to ban the use of these vehicles for institutional travel.

#### **H. Personal Vehicles**

1. Drivers authorized to use personal vehicles on institution business are subject to the same rules as drivers of institution owned, leased, and rented vehicles.

2. Drivers must provide evidence of auto liability insurance that meets or exceeds the state minimum requirements.
3. All personal vehicles used for institution business must be maintained per manufacturer's recommendations, in compliance with all state laws.

**I. Student Drivers**

1. Any student whose duties may require them to operate an institution vehicle will meet the same criteria as an employee driver.
2. Student must be over the age of 21 to drive rental vehicles.

**J. Volunteer Drivers**

Any volunteer selected to operate an institution vehicle will meet the same criteria as an employee driver. In addition, the volunteer driver must meet the following conditions:

- a. The volunteer must be 25 years of age or older.
- b. The volunteer must sign a Waiver: Volunteer Driver Agreement acknowledging that volunteers are not eligible for workers' compensation (Appendix C).

**K. Vehicle Safety Policy**

The Vehicle Safety Policy will be posted online and be easily accessible to all institution authorized drivers.

**II. Responsibilities**

**A. Drivers (Faculty, Administrator, Staff, Student and Volunteer)**

1. Observe and practice safe vehicle operation.
2. Complete assigned training.
3. Report vehicle damage or defects
4. Report all vehicle incidents, regardless of size or damage to one's supervisor and Campus Safety.

**B. Directors, Managers and Supervisors**

1. Department heads or their designated representative are responsible for ensuring that any faculty, staff or student employee who regularly drives on institution business for their department is on PLU's authorized driver list.
2. Review the Authorized Driver's list annually or more frequently as needed for accuracy.
3. Ensure that employees and students receive training before operating a university vehicle.
4. Report vehicle accidents to Campus Safety and Director of Risk Services.

**C. Director of Risk Services/Environmental Health & Safety Manager/ Campus Safety Director**

1. Maintain a consolidated authorized drivers list.
2. Monitor the application of this vehicle safety policy.
3. Provide training opportunities for PLU drivers.

**III. Pre-Trip Safety**

**A. Inspection**

Drivers should conduct an inspection of the vehicle before operation. The PLU Facilities Management Fleet Manager may be called upon to teach drivers how to inspect their vehicles.

1. Any deficiencies, defects or needed repairs of PLU owned vehicles must be reported promptly to the driver's supervisor and to Facilities Management.
2. Any deficiencies, defects or needed repairs of rental vehicles must be reported promptly to the rental car company and PLU's Director of Risk Services. Photos should be taken to document the condition of the vehicle prior to moving it.
3. ***The vehicle shall be removed from service for any problem that renders the vehicle unsafe to operate until repairs are made.***

#### **B. Trailers and Equipment**

If towing a trailer, prior to the trip, a walkthrough process must be completed to ensure the trailer is secured and lights are in working order. Attaching equipment, such as trailers, snowplows, winches, or luggage carriers for personal business to Institution owned, rented, or leased vehicles is strictly prohibited.

#### **C. Vehicle Operations**

University vehicles represent Pacific Lutheran University and should be driven in a manner so as to create a favorable impression to the public. Show more than ordinary courtesy and consideration for other drivers and pedestrians.

1. Secure all doors, end gate closures, and equipment before driving. Do not throw objects from the vehicle.
2. On-campus:
  - a. The on-campus speed limit is 5 miles per hour. A good "rule of thumb" is to drive at a fast walking pace.
  - b. On-campus drivers of vehicles and golf carts shall stop at blind intersections and then proceed slowly while looking for pedestrians or other vehicles.
  - c. Campus is a pedestrian zone. Always give the pedestrian the right-of-way. While the campus vehicle speed limit is 5 mph, drivers are expected to slow down when among crowded pedestrian areas.
  - d. Vehicles must remain on paved paths and absolutely avoid taking shortcuts through grass, gravel, and other inappropriate driving areas.
3. Off-campus: Off-campus drivers of vehicles must also comply with the following Vehicle Code requirements governing speed regulations.
  - a. Basic Speed Law requires a speed that is safe for all conditions including traffic, surface and width of roadway, weather conditions, and visibility.
  - b. Observe Speed Limits established by Code for certain situations such as blind crossings, business and residential districts, and other special zones established by the posting of speed limit signs.
4. Backing the vehicle: Accidents are more likely to occur when backing a vehicle. Whenever possible, drivers shall drive and park the vehicles so as not to require backing up. Drivers will use a spotter when backing in tight spaces or when pedestrians are nearby.
5. Parking: Drivers must comply with State and County parking regulations and PLU parking designations except when exemption is granted for work involving constructions, operations, entrance or egress. Drivers shall not park vehicles in fire lanes; on soft surfaces; or in front of building entrances, stairways, ramps, or main thoroughfares or other no parking zones.
6. Drivers must adhere to all State and Local laws regarding traffic movement and vehicle operations.

#### **D. Cleanliness**

It is the driver's responsibility to keep the vehicle interior clean and free of loose tools and other debris. The windshield must be kept clean for good visibility.

#### **E. Maintenance**

In order for PLU vehicles to have a long and useful life, they must be maintained regularly. Accordingly, we have established a Preventive Maintenance Program to include all institution's vehicles and equipment.

1. The Facilities Management Fleet Manager will maintain a list of all institution vehicles. The Fleet Manager will ensure that preventive maintenance is conducted in accordance with manufacturer recommendations.
2. PLU drivers who have been assigned a specific vehicle and are the primary user of that vehicle are responsible for minor maintenance activities. Drivers of assigned vehicles are responsible for fueling the vehicle in a safe manner.
3. If a vehicle has operational problems while off-campus, the driver will notify Facilities Management during normal office hours and Campus Safety after hours. If the vehicle cannot be operated safely, Facilities Management or Campus Safety will make the necessary arrangements to bring the driver back to campus and have the vehicle transported to a designated service location.

#### **F. Insurance**

In Washington State, auto insurance follows the vehicle, not the driver.

1. **PLU-owned Vehicle:** PLU insures each PLU-owned vehicle separately. Drivers who operate a PLU-owned vehicle should ensure that the insurance card is in the glove box of the vehicle.
2. **Rental Vehicle Insurance**
  - a. When driving the United States, its territories and possessions, and Canada, do not purchase rental vehicle insurance.
  - b. When driving in countries other than the United States, its territories and possessions, and Canada, rental vehicle insurance **must** be purchased.
3. **Personal Vehicle:** If you are driving your own vehicle on PLU business and an incident occurs, your personal auto insurance is primary.

#### **G. Limit Passengers**

Drivers will not transport people who are not involved in the institution's business.

#### **H. K-12 Transportation**

1. When transporting children, ensure that there are an adequate number of approved car seats for the ages and weights of the children to be transported. The car seats should be tightly connected to the passenger's seats through the use of the seat belts. Follow manufacturer's directions for car seat installation and check with local/state laws to ensure proper compliance.
2. PLU does not allow transportation of K through 12 students in 15-passenger vans.

### **IV. Trip Safety**

#### **A. Entering and Exiting Vehicle**

When entering or exiting the vehicle driver and passengers should be careful to watch for oncoming traffic or other threats that may pose damage to the vehicle or driver including an awareness of the increased potential for slip, trip and fall incidents.

## **B. Seat Belts**

Seat belts are one of the most important pieces of safety equipment installed on a motor vehicle. Thus, it should be noted that the use of seat belts is entirely under the control of the driver. All assigned vehicle drivers should follow the procedures listed below as a condition of assignment as a vehicle driver for PLU:

1. When going on a trip (even a short trip across town), ensure that there is a seat belt for every passenger. If not, limit the number of passengers to the number of seat belts available.
2. Before shifting from "Park," the driver must secure his/her seat and shoulder belt and verify that all passengers are appropriately secured by their seat and shoulder belt.
3. Individuals may not ride in the back of trucks, vans, golf carts, trailers or in other parts of a vehicle that do not have seats. If there are not enough passenger seats and seat belts for all passengers, then some people must walk or the driver can make multiple trips to transport all passengers.

## **C. Alcohol and Drugs**

It is important for all drivers to recognize their responsibilities for operating an institution vehicle in a safe and sober manner. Drivers are responsible to comply with all applicable federal, state and local regulations regarding drug and alcohol use, including institution policies, when operating any vehicles for institution business. No driver authorized by the institution should be under the influence of alcohol or drugs while operating an institution owned vehicle at any time.

## **D. Cell Phones and Electronics**

Cell phone and other electronic device use while the vehicle is in motion is strictly prohibited. Cell phones may only be used to make calls through the assistance of Bluetooth or other hands-free devices. Headphones that reduce hearing should not be used. For navigation devices, program the destination before starting the vehicle, pull off the road to make changes and rely on the voice directions to guide you.

## **E. Stowed Items (Loads)**

1. Items that can become loose during travel should be properly secured and placed in proper storage areas or separated by a cage from the passenger area to prevent injury to passengers or damage to other vehicles.
2. Stowed items should not obstruct the driver's view.
3. All materials being transported must be secured to prevent material from being blown off of the vehicle.

## **F. Vehicle Theft**

1. To reduce the potential for theft and vandalism, the vehicle should be locked when left unattended, no valuables should be left in sight and the vehicle should be parked in a well-lit area at night.
2. PLU is not responsible for personal items left in a vehicle.

## **G. Extended Trips**

To reduce the possibility of fatigue-related accidents on extended trips, when the one-way distance to the destination will take four hours or more, at least two eligible drivers will be assigned to drive the vehicle. The drivers will rotate as a driving team a minimum of every two hours. The "shot-gun passenger" will stay alert and act as co-pilot.

## **H. Restricted Drive Time**

Drivers may not operate institution-owned, leased or rented vehicles or personal vehicles for institution business between the hours of 12:00 a.m. and 5:00am excluding employees whose job duties may require

it such as Campus Safety or Facilities Management. Early departures are authorized within the prohibited period providing the departure is from the PLU campus.

**I. Driving Conditions**

Supervisors, advisors, coaches, instructors, and/or trip leaders are responsible for assessing the conditions for safe driving. It shall be the responsibility of the driver and the supervisor, advisor, coach, instructor, or trip leader to cancel the trip, if the conditions indicate that it is unsafe to proceed. Factors to be considered include: weather conditions, driver skill, and physical fitness of the driver.

**J. Smoke Free Vehicles**

No smoking or other use of tobacco products (including, but not limited to, cigarettes, e-cigarettes, pipes, cigars, snuff, or chewing tobacco) is permitted in vehicles owned, leased, or rented by the institution.

**V. Golf Cart Operations**

1. Golf cart operators must follow the general vehicle driver requirements of this program. In addition:
2. Golf carts should be operated on campus only. They should not be driven on public roads.
3. Golf carts must follow the 5 mile per hour on campus speed limit.
4. Golf carts that will be used between dusk and dawn should be equipped with headlights.
5. Golf cart drivers shall be responsible for the security of the ignition keys for the period that the cart is assigned to them for use.
6. Golf carts shall not be modified in any manner that affects the recommended mode of operations, speed, or safety of the vehicle.
7. Golf cart bench seats are limited to two persons.
8. Golf carts shall be parked on hard surfaces.
9. Golf cart operators must complete the assigned driver training.
10. Seatbelts are not standard equipment on golf carts and are, therefore, not required if they are not installed on the cart.
11. Employees who drive golf carts only, do not require a motor vehicle record check.

**VI. Vehicle Incidents**

**A. Moving Violations and Parking Tickets**

The driver is responsible, including payment of fines, for all moving violations and parking tickets. Unpaid parking tickets (including Sno-pass and other permit violations) and photo enforcement tickets (red light, toll booth and/or speed zone) that are issued to the university will be traced back to the department. If the driver fails to pay the fine, the fine will be charged to the department. Driver is responsible for notifying their supervisor of any moving violations or parking tickets.

**B. Vehicle Accident Reporting Procedures**

Vehicle accidents can seriously impact the lives of those involved, both as drivers and as passengers. To minimize the long-term effects of those accidents and to ensure that they do not recur, the following policies and procedures are in effect:

1. If a vehicle driven on behalf of or owned by PLU is involved in a collision with another vehicle, object or person or a one-car accident, off-campus the driver should call the local authorities and, if there are any suspected injuries to driver or passengers, request emergency medical assistance.
2. The Campus Safety office, should be contacted at 253-535-7441 **after contacting the local authorities** for an off-campus accident. Campus Safety should be notified immediately for an on-campus accidents, regardless of severity. The following information should be provided:
  - a. Driver's name and the vehicle involved
  - b. Location of the accident
  - c. Date and time of the accident
  - d. Description of any injuries to driver, passenger(s) or occupant(s) of other vehicles
  - e. Names of any passengers in the PLU vehicle
  - f. Names of any witnesses to the accident
  - g. Indicate whether the police and/or ambulance have been notified and
  - h. Indicate the medical facility where injured people have been taken
3. Await further instructions from the Fleet Manager and/or Campus Safety.
4. After calling Campus Safety, retrieve the current insurance card from the vehicle. This card shows evidence of insurance to police authorities and provides the driver with basic information on the insurance company, their claim reporting phone number and the policy number.
5. The driver should begin to fill out the accident report form located in the vehicle. Be particularly careful to discuss the accident only with the police, PLU's Campus Safety department or PLU's Director of Risk Services. Even though the driver may feel that they were the cause of the accident, the driver should not make any admissions of liability or assume any blame. There may be factors that the driver is unaware of at the time that could mitigate any responsibility.
6. Exchange basic information with the driver of each vehicle involved. Only the following information should be provided:
  - a. Name, address and telephone number of the driver and any passengers
  - b. Type of vehicle and license plate number
  - c. Insurance company name and policy number

### **C. Accident Investigation**

Campus Safety will notify the Director of Risk Services and coordinate the accident investigation. The Director of Risk Services will gather reports from police investigators and will begin the investigation as soon as reasonably possible. The PLU Safety Committee will review all auto accidents annually to identify ways to prevent future loss.

## **Summary**

Driving on university business presents many exposures for injuries and property damage. This vehicle safety policy establishes the safety guidelines for authorized drivers when driving for institution business to minimize those exposures.



## Driving Record Release of Interest

**Employers, prospective employers, volunteer organizations, or their agent** can get driving records for an employee, prospective employee, or volunteer when authorized. Use this form to get their authorization.

- Complete the Company section.
- Give this form to your employee, prospective employee, or volunteer to complete their section.
- For audit purposes, keep this completed form in your files for at least five years. Do not mail it to the Department of Licensing.

**Sealed juvenile records.** Information contained in a driving record related to a sealed juvenile record may not be used for any purpose unless required by federal law. The employee or prospective employee may furnish a copy of the court order sealing the juvenile record to the employer, prospective employer, or their agent.

**Company** – To be completed by the company or the agent of the company

PRINT or TYPE Company name	
Agent company name (if applicable) Alliance 2020	
Company/Agent company address 304 Main Ave S Renton, WA 98057	
Authorized representative name	Title
Answer the following 1. Is this company an employer, prospective employer, or volunteer organization of the individual whose driving record is being requested? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No 2. Is the record you are requesting necessary for employment purposes related to driving by the employee or prospective employee as a condition of employment or related to driving by the volunteer at the direction of the volunteer organization? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No 3. Do you agree to use the information contained in the record exclusively for this purpose and not divulge it to a third party? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No 4. Do you agree to hold harmless the Washington State Department of Licensing for all matters relating to the release of the requested driving record? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No	
Certification <i>I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.</i>	
_____ Date and place signed	<b>X</b> _____ Authorized representative signature

**Employee, prospective employee, or volunteer** – Complete this section and return the form to the company

PRINT or TYPE Full name (First, Middle, Last) of employee/prospective employee/volunteer	Date of birth (mm/dd/yyyy)	WA driver license number
Authorization from <input type="checkbox"/> Employee – for release of my driving record for employment purposes, at my employer’s discretion for the full term of my employment <input type="checkbox"/> Prospective employee – for release of my driving record for employment purposes, not to exceed 30 days from date signed <input type="checkbox"/> Volunteer – for release of my driving record for a position applied for that requires me driving at the direction of the volunteer organization		
Employer, prospective employer, or volunteer organization name		
Employer agent company name if acting on behalf of the company for employment purposes Alliance 2020		
Authorization <i>I am an employee, prospective employee, or volunteer of the company named above and I request that a copy of my Washington State driving record be sent to them/their agent.</i>		
_____ Signature	_____ Date	

## APPENDIX B

DEPARTMENT MOTOR VEHICLE DRIVERS					
DEPARTMENT: [NAME]					
Position/Job Title	Last Name or Vacant	Job Function optional/essential	Employee Type	Driving Frequency	Comments
<i>Director of Risk Services</i>	<i>Doe</i>	<i>Optional</i>	<i>Staff</i>	<i>&lt; 5 times a year</i>	<i>Meeting &amp; conference attendance</i>

### Definitions:

Job function:

- Essential - employee must be able to drive in order to perform their job.
- Optional - employee can perform their job without driving, but the ability to drive a vehicle on PLU business is helpful.

Employee Type:

- Staff
- Faculty
- Student

Driving Frequency:

- Daily
- 3-5 times per week
- 3-5 times per month
- 5-10 times per year
- < 5 times per year

## APPENDIX C

### **VOLUNTEER DRIVERS** **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_ (“Volunteer”), desire to participate as a volunteer driver in the \_\_\_\_\_  
\_\_\_\_\_ [insert name of the trip] (“Trip”) on \_\_\_\_\_  
[insert dates of trip(s)] I acknowledge that my participation is elective and voluntary.

**In consideration for being allowed by Pacific Lutheran University to volunteer to drive for the Trip, which may include overnight travel. I hereby acknowledge and agree to the following:**

**RULES AND REQUIREMENTS:** I agree to conduct myself in accordance with Pacific Lutheran University (PLU) policies and procedures, including the PLU Vehicle Safety Policy. I further agree to abide by all the rules and requirements of the Trip. I acknowledge that PLU has the right to terminate my participation in the Trip if it is determined that my conduct violates any rule of the Trip, or those listed the PLU Vehicle Safety Policy or other PLU policies, or is detrimental to the best interests of the Trip, or for any other reason in PLU’s discretion.

I understand and agree that I am required to successfully comply with the following requirements before I begin my participation in the Trip:

1. Complete a criminal background check as directed by PLU.
2. Provide PLU with a current motor vehicle report from the State’s department of licensing, as well as a valid, current drivers’ license and insurance (if your volunteer service may require transporting yourself and/or others).
3. Complete PLU’s harassment prevention training.

I understand and agree that I am required to comply with the following requirements regarding my participation in the Trip:

1. I am responsible for any traffic tickets (moving or non-moving citations), fines or any other expenses resulting from my unlawful operation of the Vehicle while operated said Vehicle for PLU related purposes.
2. I agree to report any accidents or damage to the vehicle within 24 hours of the occurrence to PLU’s Campus Safety Department. I shall also call the police and make a report.
3. I understand that PLU is not responsible for any of my personal property at any time.
4. I agree not to operate any vehicle while impaired. This means that I shall not drive if under the influence of drugs or alcohol. This also means that I shall not operate any vehicle if I am taking any form of medication which might impair my ability to operate the vehicle. If I have any doubts about my ability to properly operate the vehicle, I will refrain from operating the vehicle.

**CERTIFICATION OF FITNESS TO PARTICIPATE:** I attest that I am physically and mentally fit to participate in the Trip and do not have any medical record or history that could be aggravated by my participation. I further attest that I am responsible for consulting with my health care provider towards this end.

**INFORMED CONSENT:** I have been informed of and understand the nature of the Trip. I assume full responsibility for my participation in the Trip. I know that, by participating in the Trip, I could sustain serious personal injuries for which the vehicle’s safety equipment may be inadequate to prevent. My participation in the Trip may result in serious bodily injury to me, including death as a consequence of not only Releasees’ (as defined herein) actions,

inactions, negligence or recklessness, but also the actions, inactions, negligence or recklessness of others, conditions of the vehicle, weather conditions, and/or negligent first aid operations. I am aware that travel, including overnight travel and accommodations, involves certain risks, including but not limited to serious personal injuries, illness, assault, property damage, and theft, or even death as a consequence. There may be risks not known to me or not reasonably foreseeable. Any injury, illness, damage, disability, or death that I may sustain during or as a result of this Trip is my sole responsibility, except as expressly stated otherwise in this Agreement.

**ASSUMPTION OF RISK:** I understand and acknowledge that there are potential dangers incidental to my travel for the Trip, including hazardous road conditions, operators of other vehicles, risks of damage, bodily injury, and possibly death. Potential dangers from the use of transportation, weather conditions, vehicle conditions, negligent first aid operations, procedures of Releasees (as defined herein), and other risks that are unknown to me or not reasonably foreseeable at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES (AS DEFINED HEREIN), UNLESS THE RISKS ARISE FROM THE RELEASEES' NEGLIGENCE OR GROSS NEGLIGENCE and I assume full responsibility for my participation in the Trip.**

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO SUE** Pacific Lutheran University including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Pacific Lutheran University's direction (collectively 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 attorney's fees and costs), arising from any injury, damage or death that I may suffer as a result of my participation in the Trip, **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 GROSS NEGLIGENCE, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH OCCURS WHILE ON, UPON, OR IN TRANSIT TO/ FROM THE TRIP'S DESTINATION.**

Pacific Lutheran University expressly disclaims liability for actions of third parties, including but not limited to Volunteers, students or agents who are not acting under the direction and control of Pacific Lutheran University I hereby release Releasees from 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, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

I further agree that Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or grossly negligent acts and I hereby release Releasees from any liability for the same.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments (including attorneys' fees and costs), arising from any injury, damage or death that I may suffer as a result of my participation in the Trip, **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 GROSS NEGLIGENCE**

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments (including attorneys' fees), arising from any injury, damage or death to me, including but not limited to any injury resulting from my own negligence or gross negligence during or related to the Trip, **I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES AND COSTS) TO THE FULLEST EXTENT PERMITTED BY LAW.**

**PERSONAL MEDICAL INSURANCE.** I have my own personal medical insurance and am personally responsible for the cost of any and all medical services that I may require as a result of participating in the Trip, except for medical costs arising from an injury that I sustain that is the direct result of Releasees' negligence or gross negligence.

**MEDICAL CONSENT:** I understand and agree that Releasees may not have medical personnel available at the Trip's destination nor while traveling during the Trip. 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 PLU personnel deem necessary for my safety and protection. Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. In the event that I experience any condition requiring emergency medical treatment, PLU may direct that I be transported to the hospital for such care.

**PROMOTIONAL RIGHTS:** PLU has the right to use, for promotional purposes only, any photographs of me taken by PLU's employees or agents, during my participation in the Trip. PLU may use any statements or quotes attributed to me in my evaluation of the Trip for marketing purposes.

**INDEPENDENT VOLUNTEER:** It is the express intention of the parties that the relationship between Volunteer and PLU under this Agreement will be construed and deemed to be that of an independent Volunteer. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee or principal-agent relationship between the parties, nor will the parties hold themselves out as being a partnership, joint venture, employer-employee or principal /agent relationship. As an independent Volunteer, I confirm that I am engaging in these volunteer Trips purely for charitable, public service and/or humanitarian reasons, and not out of an expectation of being compensated for my volunteer Trips. Volunteer is not PLU's employee and as an independent Volunteer, Volunteer is not entitled to participate in ANY benefits provided to its employees by PLU including but not limited to pension plans, bonus, stock, or similar benefits. PLU will not make disability insurance contributions on behalf of Volunteer

**CONFIDENTIALITY OF PROPRIETARY INFORMATION:** Volunteer recognizes that in the course of performing Services under this Agreement, Volunteer may be exposed or become aware of information and materials related to PLU's operations and student information which is subject to FERPA, confidential to PLU and proprietary in nature. Volunteer agrees to receive, protect and preserve and hold in trust, and not to disclose such information to third parties without PLU's prior written authorization.

**CHOICE OF LAW:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Washington.

**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 hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Volunteer)