



## POLICY & PROCEDURE DOCUMENT

NUMBER: 1.4180

DIVISION: Academic Affairs

TITLE: Student-Related Field Trips

DATE: September 26, 2013

REVISED:

Authorized by: A. Gordon Emslie, Provost and Vice President for Academic Affairs

### I. Purpose and Scope

A. Western Kentucky University employees request approval for student-related field trips that often involve transportation of students to various destinations within the continental United States. Mode of transportation may be personal vehicle(s), auto rentals, or chartered vehicles. The purpose of this policy is to create a process that provides necessary information to pertinent parties on destination, purpose, attendee information, emergency contact information, and other relevant information.

B. Definition

A student-related faculty led field trip is any activity that involves off-campus activities that are academic activities organized by the University.

Type of activities and events covered include:

1. Course-related field trips,
2. Scholarly or professional conferences,
3. Dramatic, music, or other performance group events or competitions,
4. Meeting of academic organizations where a student is officially representing the University.

The Student-related Field Trip policy does not apply to students traveling as part of:

1. Internship, practicum, student teaching, clinical experiences, or cooperative education
2. Employment,
3. Intercollegiate athletics,

4. International travel
5. Study Away
6. Travel by individual students/groups (not entire class)

## **II. Policy**

- A. WKU Risk Management must approve all WKU sponsored field trips at least fourteen (14) days prior to departure date indicated on Request for Field Trip Approval form.

## **III. Procedure**

### **A. Request for Student-Related Field Trip Approval Form**

1. The instructor or faculty/staff organizing the field trip should complete all forms, including name(s) and emergency contact information for each traveler participating on the Field Trip Approval form is located at <https://asaweb.wku.edu/php/prod/wkuforms/source/WKUFORMSlist.php>.
2. The instructor should submit the completed Student-Related Field Trip Approval form to the Department Head for review and approval.
3. After approval by Department Head, retain copy for department file and forward to the dean of the college.
4. After approval by the dean of the college, the original signed document should be retained in the dean's office file(s), with copies to be submitted to the Vice President for Student Affairs and Risk Management at WKU.
5. Upon receipt of an approved request, Risk Management will review the document to ensure all participants are covered under existing insurance should an incident/accident take place during specified dates of travel (if applicable). If coverage is not sufficient, Risk Management will work directly with the department head and instructor (cc to the dean of the college) to address and correct coverage as required for compliance.
6. Risk Management will have final review of Request and send one email to Instructor, with copies to the department head and dean of the college, informing them that WKU approval has been granted for the field trip to proceed.

### **B. Notification of emergency contact(s)**

1. Risk Management will work with the Provost and other WKU leadership to follow protocol for notification of emergency contact(s), who will be contacted in case of catastrophic event or other emergency situation.

### **C. Assumption of Risk**

1. Instructors who anticipate one or more field trips during a given class should include on the syllabus instructions for students (or, for students who are minors, parents or authorized legal representative) to complete an Assumption of Risk form (see Appendix).

2. An electronic repository of completed Assumption of Risk forms, accessible by all faculty, will be maintained by the Office of the Provost.
3. Prior to conducting any field trip, instructors should verify that all students on the trip have completed an Assumption of Risk form.

#### **IV. Related Policies**

#### **V. Reason for Revision**

Draft for discussion and deliberation

APPENDIX – Assumption of Risks Form

Draft for discussion and deliberation

## WKU STUDENT TRAVEL AND ACTIVITY ASSUMPTION OF RISKS AGREEMENT

WKU competition participations, performance trips, field trips, conducted tours and various non-conducted student activities (sometimes organized by private individuals and external entities) are often an aspect in Western Kentucky University multi-faceted programs. Opportunities for travel and participation in student activities are plentiful and Western Kentucky University does not wish to discourage participants from taking reasonable advantage of them. The terms of this Assumption of Risks Agreement (hereafter "Agreement") are nonetheless required as a condition of participation in the travel and/or activity Program. This Agreement shall be construed in accordance with and governed by the applicable laws of the Commonwealth of Kentucky.

The University official(s) organizing and/or conducting the activity ("trip conductor") will endeavor to exercise reasonable care to assist Participants as circumstances permit. No travel outside of the scope of the University Program is permissible without the permission of the trip conductor. It is required that Participants, who have permission to leave their Program area, report their travel plans in writing to the trip conductor before departure. This is so Participants can be reached in case of an emergency. It is understood and agreed that should the Participant voluntarily elect or insist to remain at the location of the Program or elsewhere after or before participation in the Program, WKU will cease to act as a sponsor for the Participant. Should the Participant drop out of the Program, WKU will cease to act as sponsor for the Participant thereafter.

While the Program staff may assist Participants in making travel arrangements, neither Western Kentucky University, its Board of Regents, the Commonwealth of Kentucky, their respective officers, employees, or agents, nor any WKU department, administrative unit, cooperating student organization or other educational institution associated with the Program can guarantee or assume any legal or financial responsibility for difficulties or losses associated with travel or the activities related to the Program beyond their immediate control. It is understood and agreed that all Participants are considered adults and are expected to take responsibility for their actions while taking part in the Program. As adults, any activities that a Participant takes part in, whether as part of the Program or separate from the Program, will be considered to have been done upon their personal adequate research about material facts and with their informed approval and understanding of any and all reasonably foreseeable risks that may be involved in the Program. Any Participants actually under 18 and/or considered dependents of their parents or guardians are responsible for giving all background or other relevant information about the Program to their parents or guardians to assure their being informed of relevant facts.

**ASSUMPTION OF RISK:** I acknowledge the University is an agent and instrumentality of Kentucky and it undertakes no direct legal or financial responsibility for my personal safety or well-being when I am traveling or participating in student activities during the course of University programs whether for academic credit or not. In the absence of gross negligence, I hereby agree to assume those risks in this Program or Activity that may cause me personal property damage or loss, personal medical or hospital costs, personal illness or bodily injury, including pain and suffering, emotional distress, or death, future economic impairment and other consequential losses that may arise during and/or as a result of my participation in this Program or Activity.

**Severability:** It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications.

**Construction and Scope of Agreement:** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This document is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Student acknowledges that she/he has read this Assumption of Risk Agreement and that she/he understands its meaning and effect.

**Terms Accepted by or on behalf of:**

[ PARTICIPANTS 18 YEARS OR OVER AGREE AND SIGN THIS FORM THEMSELVES.]

[ PARENTS OF PARTICIPANTS UNDER 18 YEARS AGREE AND SIGN THIS FORM. ]

\_\_\_\_\_  
Signature of Participating Student

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian  
(If Participating Student is under legal age.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Student

\_\_\_\_\_  
Printed Name of Parent or Guardian (if applicable)