

McMurry University
Student Travel and Event Policy
(Revised July 17, 2003)

Purpose:

1. Provide for safety of McMurry University students.
2. Manage exposure to risk by the University and its agents.

Definition of terms:

1. **Student Travel:** applies to travel to off-campus University sponsored or approved events.
2. **Personal vehicles:** are defined as those vehicles not owned, rented or otherwise contracted by McMurry University.
3. **Sponsors:** For purposes of this Policy, a Sponsor is defined as any faculty member, staff person, coordinator, director or other full-time University employee who assumes responsibility for providing guidance to a student organization, including supervision of off-campus travel.
4. **Sponsoring Offices:** All University sponsored student travel must be approved by an appropriate Sponsoring Office. This is accomplished by means of obtaining approval for a request submitted on the Trip Registration Form (Appendix A).

Sponsoring offices are as follows:

- **Vice President of Academic Affairs** – Student travel related to academic work such as conferences or field trips.
- **Athletic Director** – Athletic teams (intercollegiate and club) traveling to sporting events authorized or approved by the University.
- **Dean of Student Affairs** – Student organizations traveling to conferences, workshops and events not associated with an academic program or athletic event.

Sponsor responsibility:

1. Fill out the appropriate Trip registration form and turn it in with signed Student Assumption of Risk Forms (Appendix B or C) from each participant.
2. Read and comply with this policy, reporting any violations of it, the University Code of Conduct or State or Federal law to the Dean of Student Affairs at their earliest opportunity.
3. Follow safe practices in the transportation of students to University events.

Conduct:

Students, faculty and staff are subject to the same rules of conduct during travel to and from University sponsored events and while participating in such events as they are on campus.

Travel to and from campus to the site of the activity:

Travel by personal vehicle(s):

1. Students who transport themselves or others to University events by means of a personal vehicle *assume responsibility for the safety of those transported*. The University assumes no liability for student travel taking place by private vehicle. Persons transporting students in private vehicles are advised to insure they have

adequate insurance to cover their passengers^{*}. The importance of having adequate insurance applies to sponsors transporting students as well as students transporting other students in personal vehicles.

2. Although encouraged to attend as many events as possible, it is not required that sponsors accompany students to all activities of recognized student organizations. Each organization's officers are required annually to sign the form titled "Application/Renewal for Student Club or Organization Recognition" accepting full responsibility for insuring that their organization adheres to the Student Code of Conduct as well as all applicable Federal and State Laws. Student organizations may not begin operation or use the University name or facilities until such time as this form has been completed for the current year.

Approved Drivers:

1. Persons driving McMurry University owned, rented or contracted vehicle(s) used to transport students to University activities must meet the following requirements:
 - a. have a current valid driver's license.
 - b. be at least 18 years of age or 21 years of age in the case of vehicles rented locally.
 - c. be authorized to drive by the sponsoring office.
2. Vehicle Accidents: All accidents involving a McMurry University owned vehicle, or rented vehicle(s) on a University sponsored trip must be immediately reported to:
 - a. local law enforcement.
 - b. the vehicle insurance company.
 - c. the Vice President for Financial Affairs and the rental company (if applicable) and
 - d. the Dean of Student Affairs if medical treatment is required for any person involved in a vehicle incident.
3. Safety Requirements (state law):
 - a. Seat Belts: Each passenger in a McMurry University owned vehicle, or rented vehicle must wear a seat belt whenever the vehicle is in operation.
 - b. Vehicle passenger and load capacity may not be exceeded.
 - c. All drivers must be provided with directions to the intended destination.
 - d. Convoy Travel: Driver(s) must have a plan to follow for regrouping in the event of separation (i.e. meeting spots).
 - e. Department of Public Safety regulations, traffic laws, rental company rules, and college rules must be observed.
 - f. Vehicle drivers shall not drive for more than three (3) consecutive hours without taking a fifteen (15) minute break or relief from driving.
 - g. Fatigue: If a passenger observes the driver of a McMurry University owned vehicle, or vehicle rented for university business displaying any

^{*} The State of Texas requires motor vehicles to be insured for \$20,000 bodily injury for each person, a maximum of \$40,000 per occurrence and \$15,000 property damage.

signs of fatigue or sleepiness, then he/she must immediately notify the other passengers and request that the driver take a rest break. Any resistance to this request by the driver must be reported by the concerned individual to the Dean of Student Affairs at their earliest opportunity.

- h. Passengers and drivers are encouraged to carry cell phones during travel, whenever possible. Cell phones are not provided by the University.

Requirements for Overseas travel:

- a. The International Travel Release form must be completed and signed by students traveling abroad under McMurry University sponsorship.
- b. Policies stated in this document apply to foreign travel unless otherwise stated.
- c. Students are responsible for any injury or loss they may suffer when traveling independently or otherwise separate or absent from any University-sponsored activities.
- i. Faculty sponsors should familiarize themselves with the publication “Managing Liability and Overseas Program” by Kent Weeks and the Administrator’s Program Checklist appearing on page 79 – 83 of that publication.” This publication may be found in the McMurry University Library.

Required Forms:

The appropriate forms must be completed by the sponsor and participants and submitted to the sponsoring office prior to travel. See #3 below for exceptions. ***The following forms must be completed prior to departure:***

- 1. Trip Registration Form (Appendix A)
- 2. Travel Assumption of Risk and Release Form– There are two versions of this form, one for domestic travel (Appendix B) and one for international travel (Appendix C).
- 3. Exceptions: Student athletes participating in University-sanctioned competitions (intercollegiate or club), and students participating in multiple field trips for the same class during the same semester, shall be required to complete the required forms once prior to the first trip for each sport or class trip, for each semester or sport’s season. If a schedule of events for the athletic competition or class exists it should be attached to the Trip Registration Form.

Appendix A

UNIVERSITY TRIP REGISTRATION

In accordance with university travel regulations, the organization listed below hereby registers its travel information:

1. Organization name: _____

2. Purpose for travel: _____

3. Travel destination (be specific): _____

Address: _____

City: _____ State: _____

4. Date of travel: ____/____/____ to ____/____/____.

5. Mode(s) of Transportation (check those that apply):

- University owned vehicle(s)
- University rented or leased vehicle(s)
- Private vehicle(s) (student assumes responsibility for themselves when transported by private vehicle).

4. Person(s) driving University owned or rented vehicles:

Driver Name	Phone Number
_____	_____
_____	_____
_____	_____

Sponsor

Sponsor' Signature(s): _____ Date: _____

Sponsoring Office

Approved/Not approved (circle one)

Representative sponsoring office: _____ Date: _____

The University trip registration form and travel waiver forms from each participant must be submitted to the sponsoring office prior to trip departure.

The sponsoring office must return a signed copy of this form to the trip sponsor prior to trip departure.

Appendix B

DOMESTIC TRAVEL ASSUMPTION OF RISK AND RELEASE FORM

THIS IS A RELEASE OF LEGAL RIGHTS--READ AND UNDERSTAND BEFORE SIGNING.

Name of Applicant: _____ Date of Birth: ____/____/____

(If applicant *is* under 18 years of age, a parent or legal guardian must also read and sign this form.)

Travel Program: _____

I hereby agree as follows:

1. **Risks of Travel.** I understand that participation in the University travel specified above involves risk. These include risks involved in traveling to and returning from one or more destinations. I have made my own investigation and am willing to accept these risks.
2. **Independent Activity.** I understand that the University is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from any University-sponsored activities.
3. **Health and Safety.**
 - a. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems that preclude or restrict my participation in this Travel Program.
 - b. The University may (“it is not obligated to”) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release the University from any liability for any related actions.
4. **Standards for Conduct.**
 - a. I will comply with the University's rules, standards, and instructions for student behavior as outlined in the Student Code of Conduct found in the Council Fire. I waive and release all claims against the University that arise at a time when I am not under the direct supervision of the University or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions.
 - b. I agree that the University has the right to enforce the standards of conduct described above, in its sole judgment, and that the Dean of Students will impose sanctions, up to and including expulsion from the University, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the University, the activity, or other participants.
5. **Assumption of Risk and Release of Claims.** Knowing the risks described above, and in consideration of being permitted to participate in this travel Program, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I release and indemnify the University and their officers, employees and agents, from and against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in this travel program.

I have carefully read this Release Form before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt of my application by the University and shall be governed by the laws of the state of Texas, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

x _____
Signature of Applicant

____/____/____
Date

Complete the following only if the student involved is a minor at the time of the trip.

I am the parent or legal guardian of the above Applicant, have read the foregoing Release Form (including such parts as may subject me to personal financial responsibility), am and will be legally responsible for the obligations and acts of the Applicant as described in this Release Form, and agree, for myself and for the Applicant, to be bound by its terms.

x _____
Signature of Parent/Guardian

____/____/____
Date

Appendix C

INTERNATIONAL TRAVEL – ASSUMPTION OF RISK AND RELEASE FORM

THIS IS A RELEASE OF LEGAL RIGHTS--READ AND UNDERSTAND BEFORE SIGNING.

Name of Applicant: _____ Date of Birth: ____/____/____

(If applicant *is* under 18 years of age, a parent or legal guardian must also read and sign this form.)

Travel Program: _____

I hereby agree as follows:

- 1. Risks of Travel.** I understand that participation in University travel specified above (Travel Program) involves risk. These include risks involved in traveling to and returning from, one or more destinations. I have made my own investigation and am willing to accept these risks.
- 2. Institutional Arrangements.** I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in this Travel Program. I understand that the University is not responsible for matters that are beyond its control. I hereby release the University from any injury, loss, damage, accident, delay or expense arising out of any such matters.
- 3. Independent Activity.** I understand that the University is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from any University-sponsored activities.
- 4. Health and Safety.**
 - a. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems that preclude or restrict my participation in this Travel Program.
 - b. I am aware of all applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that the University is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care during Travel Program, the University is not responsible for the costs or quality of such treatment or care.
 - c. The University may (“it is not obligated to”) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release the University from any liability for any related actions.
- 5. Standards for Conduct.**
 - a. I understand that each state and foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior that violates those laws or standards could harm the University's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country or locale through which I travel.
 - b. I will comply with the University's rules, standards, and instructions for student behavior as outlined in the Code of Student Conduct found in the Council Fire. I waive and release all claims against the University that arise at a time when I am not under the direct supervision of the University or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions.

- c. I agree that the University has the right to enforce the standards of conduct described above, in its sole judgment, and that Dean of Students will impose sanctions, up to and including expulsion from the University, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the University, the activity, or other participants. I recognize that due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the University do not apply. If I am expelled, I consent to being sent home at my own expense with no refund of fees.
- d. I will attend to any legal problems I encounter with any foreign nationals or government of the host country. The University is not responsible for providing any assistance under such circumstances.

6. Program Changes. The University has the right make cancellations, substitutions, or changes in case of emergency or changed conditions or in the interest of the Program. I understand that the University's fees and program charges are based on current airfares, lodging rates and travel costs, which are subject to change. If I leave or am expelled from the Program for any reason, there will be no refund of fees already paid. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. If I become detached from the Program group, fail to meet a departure bus, airplane, or train, or become sick or injured, I will at my own expense seek out, contact, and reach the Program group at its next available destination.

7. Assumption of Risk and Release of Claims. Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I release and indemnify the University and their officers, employees and agents, from and against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in the Program (including periods in transit to or from any country where the Program is being conducted).

I have carefully read this Release Form before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt of my application by the University and shall be governed by the laws of the state of Texas, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

x _____
Signature of Applicant

_____/_____/_____
Date

Complete the following only if the student involved is a minor at the time of the trip.

I am the parent or legal guardian of the above Applicant, have read the foregoing Release Form (including such parts as may subject me to personal financial responsibility), am and will be legally responsible for the obligations and acts of the Applicant as described in this Release Form, and agree, for myself and for the Applicant, to be bound by its terms.

x _____
Signature of Parent/Guardian

_____/_____/_____
Date