

**UW-SUPERIOR RISK MANAGEMENT GUIDE
FOR COURSE-RELATED EDUCATIONAL FIELD TRIPS¹¹¹**

I. General Considerations:

1. Field trips must be course-related, for educational purposes, approved and authorized by the appropriate faculty, and have on-site supervision by a UW employee or agent. [See Section II, below.]
2. All participants must sign a Field Trip Hold Harmless Agreement.
3. The University must authorize all employees, students or volunteers who may drive a vehicle (owned, rented or leased) on University business. Persons who do not carry current University driving authorization should apply for authorization a minimum of 5 business days prior to the start of a trip. Authorizations are generally valid for 12 months and are renewable. Call Judy McLaughlin, extension 8177, for driver authorization forms.
4. Persons unrelated to the University may not ride in or on University vehicles without prior approval from the Safety and Risk Management Office. Unrelated persons include family, friends, guests and others who do not have a recognized affiliation with the University.
5. The use of University fleet, aka Enterprise Rental, vehicles is strongly encouraged. Use of an agent's personal vehicle is discouraged due to potential significant liabilities and consequences to the owner's insurability in the event of a loss. However, the use of the agent's personal vehicle is the sole-option of the agent.
6. Participants may choose to arrange their own personal transportation to or from a field trip destination. However, participants that choose to arrange their own transportation must be made aware that the State does not accept any liability for losses sustained during their travel to or from the field trip destination. These participants' personal insurance would be their only source of liability protection.

II. Agents

- III. Agents are persons that are officially recognized and authorized by the University to act in the best interests of the University on the field trip. Agents are responsible and accountable for their actions and those taken or made by others subject to the agent's leadership or supervision. Recognition of a non-employee agent (i.e. student or volunteer) is achieved through a written Recognition of Agency Statement (ROAS), signed and dated by the agent and the appropriate Department Chairperson. The Department Chairperson must retain all Field Trip Hold Harmless agreements and ROASs for a period of 12 months. If an accident occurs on a field trip, all records for the affected persons shall be retained for a period of 3 years.

¹¹¹ For purposes of this document, a field trip is defined as an irregularly occurring, off-campus excursion. Regular, reoccurring attendance to off-campus educational instruction as part of a course does not fall within this definition.

University of Wisconsin – Superior
EDUCATIONAL FIELD TRIP HOLD HARMLESS AGREEMENT

I _____ desire to participate in the _____ field trip sponsored by the University of Wisconsin -Superior, (“University”) and the University has approved my participation in the field trip during the period of _____, 20__ to _____, 20___. I hereby agree as follows:

- 1) I assume full legal and financial responsibility for my participation in the field trip.
- 2) I grant the University, its employees, agents and representatives the authority to act in any attempt to safeguard and preserve my health or safety during my participation in the trip including authorizing medical treatment on my behalf and at my expense and returning me home at my own expense for medical treatment or in case of an emergency.
- 3) I understand that accident and health insurance are recommended for my participation in the field trip. I understand that the University encourages me to have appropriate insurance coverage for the entire time of the field trip that may include accident, health, medical evacuation and repatriation (for international field trips.)
- 4) I agree to abide by and shall conform to all applicable policies, rules, regulations and standards of conduct as established by the University to ensure the best interest, comfort and welfare of the field trip. I understand that violation of applicable policies, rules, regulations and standards of conduct may result in my removal from the field trip and may subject me to discipline pursuant to the University’s non-academic student disciplinary code. I shall accept termination of my participation in the trip by the University with no refund of fees and accept responsibility for transportation costs home if I fail to maintain acceptable standards of conduct as established by the University;
- 5) I understand that the University reserves the right to make changes to the field trip at any time and for any reason, with or without notice, and that the University shall not be liable for any loss whatsoever to program participants as a result of such changes. Any refund, if appropriate, shall be issued pursuant to the University’s policies.
- 6) I understand that the University may take photographs and/or videos of the field trip activities. I agree that the University shall be the owner of and may use such photographs and/or videos in promotional materials. I relinquish all rights that I may claim in relation to the use of said photographs and/or videos.
- 7) I agree for myself, my heirs and my personal representative, to hold harmless and forever release, discharge and hold harmless the University, Board of Regents of the University of Wisconsin System, their respective officers, employees, and agents from any and all liability, loss, damages, costs, or expenses (including attorney’s fees) on account of damage to personal property, personal injury, or death which may result from or arise out of my participation in the field trip and which do not arise out of the negligent acts or omission of an officer, employee, and agent of the University and/or Board of Regents while acting within the scope of their employment or agency;
- 8) I acknowledge that I have read this document and understand and accept its terms.
- 9) I agree that this Release and Authorization to Participate in a Field Trip shall be construed in accordance with, and governed by, the laws of the State of Wisconsin. Any litigation regarding this Release and Authorization or arising out of my participation in the field trip shall be brought in a court of competent jurisdiction located in the State of Wisconsin.

Participant's Signature

Date

Signature of Parent/Guardian (if Participant
is less than 18 years of age)

Date

