

General Policy - Off-Campus Travel of Student Groups

Policy:

All off-campus activities and travel involving students shall be conducted in accordance with the rules and regulations of this policy.

Definitions:

College Off-Campus Travel and Activities means any off-campus activity or travel funded by Bismarck State College (including student government or other student organization funds) or involving use of a state vehicle, including vehicles leased by the state or BSC, which is organized or sponsored by:

1. A specific academic unit (such as a class) or
2. A BSC group (such as athletic team) or
3. A BSC student organization.

Vehicle Usage:

The driver and all occupants shall comply with all applicable laws, ordinances and policies, including policies governing use of state fleet vehicles. A properly licensed student may drive only as approved and permitted under state fleet policies. State form 50654 "Student Request for State Fleet Vehicles" must be completed and approved one week in advance of the trip.

Standards of Conduct:

Students representing BSC or participating in events organized or sponsored by BSC or traveling to and from those events are subject to BSC's Student Conduct Policy. Employees are subject to federal and state laws and state board of higher education and BSC policies governing conduct. Among other requirements, use of alcohol or illegal drugs is strictly prohibited while attending or participating or traveling to or from such events.

Procedures:

1. The Student Travel Contract form must be completed prior to travel.
2. If appropriate, the Waiver of Liability, Indemnification, and Medical Release form may also be completed.
3. Registration, financial arrangements, and transportation arrangements for activities shall follow standards established by BSC policy and other offices as appropriate.
4. BSC funds, including organization funds, may not be used to purchase alcohol.

History of This Policy:

First policy draft September 21, 1981.

Revisions - January 3, 1986; July 1, 1987; June 1, 1990; June 6, 1998; May 1, 2007.

Bismarck State College Student Travel Contract

The following guidelines are established to ensure a safe trip for all students involved. No student will be allowed to participate in a trip until this form, and if appropriate, the Waiver of Liability, Indemnification, and Medical Release form has been signed and returned to the BSC representative.

I, _____, have paid my _____ deposit (if applicable) to the BSC representative for the _____ trip to take place from _____ to _____.

Students must understand that by traveling in or out of state they are bound by all laws and regulations of that state or local government and may be subject to prosecution in that area for any violation.

I will conduct myself in the appropriate manner befitting a representative of Bismarck State College. If I have a problem, I will see the BSC representative immediately.

Use of alcohol or illegal drugs is strictly prohibited while attending or participating in Bismarck State College sponsored functions/tours. **This includes those that are of the legal age to consume alcohol.**

In the event a determination is made by the BSC representative that a student should be sent home for misconduct or physical illness, it is understood that the student will be responsible for all expenses involved in the student returning.

It should be understood by each student that she/he is an ambassador of Bismarck State College and North Dakota and should behave in a manner that is respectful of everyone involved. I understand that I am bound by the Student Conduct policies of Bismarck State College and expected to adhere to them.

Name of Participant (printed): _____

Signature: _____

Date: _____

Signature of BSC representative: _____

WAIVER OF LIABILITY, INDEMNIFICATION, AND MEDICAL RELEASE

To be signed by adults participating in the event.

Acknowledgment and Assumption of Risk

I am aware of the dangers and the risks to my person and property involved in participating in:

I understand that this activity involves certain risks for physical injury. I also understand that there are potential risks of which I may not presently be aware. Because of the dangers of participating in this activity, I recognize the importance and agree to fully comply with the applicable laws, policies, rules and regulations, and any supervisor's instructions regarding participation in this activity.

I understand that the State of North Dakota (State) does not insure participants in the above-described activity, that any coverage would be through personal insurance, and the State has no responsibility or liability for injury resulting from this activity.

I voluntarily elect to participate in this activity with knowledge of the danger involved, and I hereby agree to accept and assume any and all risks of property damage, personal injury, or death.

Waiver of Liability and Indemnification:

In consideration for being allowed to voluntarily participate in the above-referenced event, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

- a. **waive, release, and discharge the State of North Dakota** and its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in the above referenced activity or event; and
- b. **defend, indemnify, and hold harmless the State of North Dakota**, its agencies, officers and employees, from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result from participant's actions during this activity or event.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident or illness during this activity or event. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I, the undersigned participant, affirm that I am at least 18 years of age and am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights** and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my participation. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

READ BEFORE SIGNING

Name: _____

Signature: _____ Date: _____

Witness: _____ Date: _____