

## ***General Policy - Off-Campus Travel of Student Groups***

### **Policy:**

All off-campus travel to an activity or event involving students shall be conducted in accordance with the State Board of Higher Education (SBHE) and Bismarck State College policies and procedures.

### **Definitions:**

Off-Campus Student Travel means any off-campus travel to an activity or event involving use of a state vehicle, or vehicles leased by the state or BSC, which is organized or sponsored by:

- A specific academic unit (such as a class) or
- A BSC group (such as athletic team or student government) or
- A BSC student organization (sponsored by BSC or advised by BSC).

### **Vehicle Usage:**

The driver and all occupants shall comply with all applicable laws, ordinances and policies, including policies governing use of state fleet vehicles to include the BSC State Fleet Usage Policy (link to be added) and the SBHE 512 Student Drivers and Use of State Vehicles by Student Groups

(<http://www.ndus.edu/makers/procedures/sbhe/default.asp?PID=214&SID=6>).

### **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 (<http://www.bismarckstate.edu/uploads/resources/372/StudentConduct.pdf>). Among other requirements, use of alcohol or illegal drugs is strictly prohibited while attending or participating or traveling to or from such events.

BSC employees or others designated as chaperones are subject to federal and state laws and State Board of Higher Education and Bismarck State College policies governing conduct.

### **Procedures:**

1. BSC employees authorizing and/or sponsoring the off-campus student travel are responsible for having the Student Travel Contract form completed prior to travel.
2. The Waiver of Liability, Indemnification, and Medical Release form must also be completed and available during the travel of the student group.
3. Registration, financial arrangements, and transportation arrangements for activities

shall follow standards established by BSC policy and other offices as appropriate.

4. Upon return from off campus travel with students, the employee authorizing and/or sponsoring the off campus student travel is responsible to turn the Student Travel Contract and the Waiver of Liability, Indemnification and Medical Release form into the office of the Executive Vice President. It is important to travel with these documents and your students. You may turn in copies of these documents to BSC Safety and Security Office prior to departure.

### **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; Reviewed by the Operations Council (OC) on July 14, 2010 and approved by the Executive Council (EC) on August 12, 2010; November 22, 2010; reviewed by the Operations Council on January 22, 2014 and approved by the Executive Council on March 6, 2014; reviewed by the Operations Council on August 12, 2015 and approved by the Executive Council on August 26, 2015.



Bismarck State College Student Travel Contract

This contract is between Bismarck State College and \_\_\_\_\_ (Student Name) as a member of Bismarck State College \_\_\_\_\_ (group/academic unit/club/organization) to attend:

\_\_\_\_\_ (Name of Event)
\_\_\_\_\_ (Destination)
\_\_\_\_\_ (Dates of Event including Travel)

Financial Obligations:

I understand certain financial obligations exist when agreeing to participate in this trip. Please read and initial the following statements:

\_\_\_\_\_ I understand that my trip cost is estimated at \_\_\_\_\_ (enter dollar amount).
\_\_\_\_\_ I have paid my deposit of \_\_\_\_\_ (enter dollar amount).

\_\_\_\_\_ If I owe a balance regarding my trip, I understand an accounts receivable charge will be issued to my student account from my group/academic unit/club/organization and I will be subject to all Bismarck State College policies and procedures regarding payment of account balances.

Participation Obligations:

I understand this trip is a privilege that can and will be immediately revoked if I violate any of the following standards. Please read and initial the following statements:

\_\_\_\_\_ I understand that as a member of the above-named organization, I will conduct myself in a professional, safe manner during the trip and will strive to represent well the organization and Bismarck State College.

\_\_\_\_\_ I will attend all events listed on the itinerary for this trip unless ill. I understand that the designated BSC chaperone is the only individual that can deviate from the written itinerary. I understand I must seek permission from the BSC chaperone(s) to deviate from the listed itinerary. The designated BSC chaperone(s)'s ruling is final.

\_\_\_\_\_ I understand Bismarck State College strictly prohibits the use of alcohol or illegal drugs while participating in Bismarck State College sponsored travel. From the point of departure until return from this trip, you are accountable. Also, you may not arrive at the travel event under the influence of alcohol or illegal drugs. This includes those that are of the legal age to consume alcohol.

\_\_\_\_\_ I will abide by all dress codes set forth by the designated BSC chaperone(s) regarding the trip and conference.

\_\_\_\_\_ I will travel with a "buddy" from the designated Bismarck State College travel group at all times and I will not venture out by myself.

\_\_\_\_\_ I will check in with the BSC chaperone(s) designated before departure of this trip whenever I leave the conference site or hotel/residential facility, and whenever I return.

\_\_\_\_\_ I will arrive on time to all designated travel departures, and I understand I may have to seek alternate transportation at my own expense if I am not present at departure time.

\_\_\_\_\_ I understand if any issues should arise, I will see the designated BSC chaperone(s) immediately for help.

\_\_\_\_\_ In the event a designated BSC chaperone(s) determines that I should be sent home for misconduct or physical illness, I understand that I am responsible for all expenses involved in returning to Bismarck, ND. I may be required to reimburse the College for additional expenses incurred from conference attendance.

\_\_\_\_\_ I understand by traveling in or out of state I am bound by all laws and regulations of that state or local government. I may be subject to prosecution in that area for any violation.

\_\_\_\_\_ I understand I am an ambassador of Bismarck State College and North Dakota. I 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.

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**EMERGENCY CONTACT INFORMATION:**

**Name(s):** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Phone Number(s):** \_\_\_\_\_

**Address:** \_\_\_\_\_

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**By signing this form I agree to the above stated conditions for participating in this trip.**

**Printed**

**name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**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: \_\_\_\_\_