

**SIU**

Southern  
Illinois  
University

CARBONDALE

2012

**FIELD TRIP GUIDE**

*Faculty and Staff Guide to  
Liability, Insurance and Risk  
Management Issues*

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## **Field Trip Guide**

*Faculty and Staff Guide to Liability, Insurance and Risk Management Issues*

### **Field Trip Definition**

A field trip is an off-campus tour or outing taken by students for academic purposes to enhance their knowledge and skills. These trips are coordinated by faculty or staff as part of the course curriculum and **required** for class credit. On occasion, a field trip may be offered as a voluntary option (i.e., field trip participation or paper required for credit). Examples of field trips include travel to factories, museums, geological areas, farms and businesses.

Academic field trips are considered part of the course curriculum and conducted with the academic mission of Southern Illinois University Carbondale (SIUC). SIUC required the field trip as part of its course curriculum and shall maintain control over the activity.

### **Experiences That Are Not Field Trips**

At a faculty member's request, students may voluntarily attend an off-campus meeting or conference that would be an appropriate enhancement to the students' academic experience. Students attend such experiences at their own expense and SIUC is not responsible for travel or supervision.

Off-campus activities/trips which are of a social nature or activities that are a part of a club or student government function are considered "student activities" and are not "field trips" under this policy. Examples include student clubs, fraternities and sororities, honor societies, councils and government, and other related student organizations.

### **Liability Issues Related to Field Trips**

SIUC has a duty to exercise reasonable care in protecting its students from foreseeable harm particularly in events where the University has significant control. The University and its academic departments are responsible for planning and implementing field trip experiences for students that will not place the students in harm's way. If there is negligence that results in injury to persons or property, the University could be held liable. Listed below are definitions of relevant liability terms.

- **Negligence** - *Failure of one who owed a duty of care to another to fulfill that duty, resulting in injury to the party owed the duty of care.* Negligence can occur both by doing something that a reasonable, prudent person would not do in a particular situation or from failure to do what a reasonable, prudent person would do in a certain circumstance.
- **Duty and Risk** - *Duty to students to discover and correct any unreasonable dangerous condition or to warn of its existence.* Duty and risk liability usually takes into account that, in certain situations, potential dangers are obvious to all participants. Reasonable care must be taken to protect the well-being of our students.
- **Duty to Warn/Educate Participants** - *A duty to warn field trip participants of known hazards and prepare students for the foreseeable hazards they might encounter during the field trip.* When the faculty or staff is aware of conditions that may pose an unreasonable risk to a field trip participant, especially those hazards that may be unclear to a casual observer, there is a greater potential for institutional liability.

- **Duty to Use Reasonable Care** - *A duty to provide reasonable safe conditions for participation in a field trip.* There is an obligation to provide a reasonably safe environment for students when field trip coordinators know or should have known of a potentially dangerous situation. Good judgment is required by all field trip organizers in exercising this responsibility to use reasonable care in planning and implementing a field trip.
- **Assumption of Risk** - *The University is not the insurer of the student's safety during a field trip.* In many situations, students assume the obvious and inherent risks associated with a field trip activity that cannot be eliminated by the exercise of reasonable care. Each student is required to act in a responsible and appropriate manner. Each student is required to refrain from behavior that may pose a risk or harm to him/her or others.

Negligence or failure to exercise reasonable care in planning and supervising an academic field trip can potentially result in losses. Potential losses include costs to cover or compensate for personal injury or property damage, related to legal expenses, fines or regulatory sanctions for failure to comply with local regulations, laws or codes and loss of reputation.

### **Minimizing Field Trip Risks and Liability**

It is impossible to eliminate all risks associated with field trips. However, advanced planning can help minimize the exposures to the students, instructor, the department, and the University. The following information is designed to serve as a guide to assist SIUC faculty and staff in making a reasonable effort to ensure a safe educational experience for students participating in field trips under their guidance.

Most claims against colleges and universities associated with field trips can be attributed to the following:

- Lack of supervision
- Failure to enforce policies or rules
- Failure to provide proper or well-maintained equipment
- Unsuitable field trip site

### **Factors to Consider In Planning a Field Trip**

#### **1. Destination Site**

The instructor should be familiar with the site and prepare in advance a site safety plan for participants. The instructor or field trip supervisor should determine whether immunizations are required, what skills are necessary, what students should do to acquire those skills and how competency will be evaluated prior to the trip. Lodging premises and locations should be reasonably safe or written documentation provided to participants concerning known associated risks (i.e. wilderness or high crime area). Orientation for field trip participants should include emergency contact information and, if necessary, procedures for a “buddy system”. Prior notice should be given to students in regard to known risks, local cultural customs and applicable regulations.

*Please Note: Faculty and staff planning trips outside the continental U.S. should consult with Study Abroad and University Risk Management for additional information.*

## **2. Supervision**

Faculty or staff supervision is strongly recommended for field trips. The skills and tools necessary for effective supervision should be identified (i.e. first aid, rescue skills, communication skills). The number of supervisors for the trip and their competency level should be based upon the number of students and their range of skill levels. If there is no on-site faculty or staff supervision, both the department chair and the dean must be notified. The students shall also be informed and reasons shall be well documented. All parties should be provided with emergency procedures and contact information.

## **3. Transportation**

The academic departments may provide student transportation on field trips. The type of field trip shall determine whether transportation is provided and the transportation method. Transportation needs should be determined in a timely manner so all University travel and insurance requirements are met.

When transportation is by form of a University owned, leased or rented vehicle, the driver must be a properly licensed University employee. If the academic unit does not provide transportation for the students, this should be documented in writing. It should be clearly communicated in both written and verbal form, that students are responsible for making appropriate travel arrangements. Arrangements for check in with the supervisor or “buddy partner” at the site should be established. A plan of action handling situations where expected students do not check in at site should be developed.

If privately owned vehicles are used, it should also be documented in writing to the students and supervisors that those vehicles must be insured for auto liability as required by the State of Illinois and any other state through which travel will be done and that drivers are using their vehicles on a voluntary basis. If assistance is needed in determining insurance requirements, please contact University Risk Management for assistance. Further, all participants who choose to ride in a private automobile (strongly discouraged) should understand and acknowledge in writing that they do so of their own free will. These stipulations are included in the Participant Agreement and Assumption of Risk Form.

## **4. Trip Expectations**

Faculty and staff shall provide the participants with field trip orientation prior to departure. The type of field trip will dictate the level of detail needed in the orientation, but both verbal and written communication is essential. Orientation materials should include the trip destination and purpose, a travel itinerary, information about rest and meal stops, lodging and transportation information, appropriate clothing or gear and the established rules and protocols specific to the field trip. In addition, materials should include a summary of activities and physical requirements for participants. In addition, there should be a list of any known or unusual circumstances that would require advance preparation or equipment and any known unique hazards.

## **5. Conduct Expectations**

During the entire course of the trip, all participants shall abide by the University Policies. Students shall be held to the SIUC Student Code of Conduct which will be strictly enforced. Communicate to all participants that University policies for faculty, staff, and students apply to field trips regardless of the location. Discuss the applicability of the University Student Code of Conduct prior to and during the trip. Examples of items to discuss include use of alcohol, sexual harassment and hazing issues. On overnight trips, students shall be expected to be responsible for their well-being and safety.

## 6. Documentation Issues

- a. **Requirement Documentation.** Field trips should be noted on the class listing in the Schedule of Classes when possible. The field trip requirement must be documented on the course syllabus. This provides documentation of academic purpose and the requirement for credit, which is very important for certain insurance coverages.
- b. **Participant Agreement and Assumption of Risk Form.** A Participant Agreement and Assumption of Risk Form must be completed and signed by each participant. The form should describe the activities and risks involved in the trip. By signing, the student voluntarily assumes the risks associated with the trip. All participants are required to have medical insurance coverage. The medical insurance information must be completed. The participants need to provide on the form emergency contact information in case of an accident. If the participant is not 18 years of age, a parent or guardian must also sign the form. The original Participant Agreement and Assumption of Risk Form should be kept on file at the University's sponsoring department for no less than 3 years. A copy of the form should be kept with the field trip supervisor for the duration of the trip.
- c. **Itinerary and Contact Information.** The itinerary should be documented and provided to the students and supervisors in advance of the field trip. Applicable contact information should also be documented and provided to necessary involved parties. The itinerary and contact information should be kept on file in the sponsoring department.
- d. **Contracts.** Contracts or agreements for services related to the trip may be required by vendors. These contracts should be reviewed by the Office of General Counsel. Copies of executed contracts should be kept in the academic department. Request for University certificates of insurance should be directed to University Risk Management.
- e. **Emergency Procedures for Non On-Site Supervision.** If there is no on-site faculty or staff supervision, the students shall be informed and reasons shall be well documented. Each participant must be provided written documentation of the established emergency procedures. Reporting considerations must be included in this documentation.

## 7. Emergency Planning

The type of field trip also dictates the level of emergency planning needed. If the trip location is remote, it is strongly recommended that at least two persons on the trip have first aid skills, a first aid kit and a cell phone or appropriate means of communication in the event emergency aid is needed. Confirmation that cell phones will operate from the field trip site should be made in advance so that alternative arrangements can be made if needed. Also determine a protocol for circumstances that may necessitate the supervisor leaving the group to accompany an injured or ill student.

Faculty or staff should make sure that each field trip participant provides emergency contact information. Students should be reminded to carry ID and medical insurance cards. Trip supervisors or each participant should carry emergency phone numbers to reach SIUC. All participants should know how to contact the institution from the site, find and use the first-aid kit, find and use the cell phone and what to do if separated from the group.

## 8. Special Requirements For Participation on The Trip

If there are students with disabilities or special needs that may require accommodation, please contact Disability Support Services. They will assist with information and accommodation requests.

## 9. Insurance and Reporting Consideration

- a. **Emergency Events.** In case of an emergency, the supervisor should attend to injured and take any necessary corrective action to prevent further incidents. All emergency events should be reported to the academic department and University Risk Management as soon as possible. Once it is possible, document the incident, specific sequence of events, contributing conditions and statements from witnesses.
- b. **SIUC Faculty and Staff Injury.** University employees are covered under the State of Illinois Workers Compensation Program for work-related accidents, illnesses, or injuries if the accident or injury arises out of or during the course of their work activity. Work-related accidents or injuries should be reported to MCMC, LLC and your supervisor as soon as possible. Call MCMC, LLC at 800-773-3221 TDD: 800-526-0844 anytime day or night to report your injury and initiate your claim.
- c. **SIUC Students Injury.** With the payment of all student fees, SIUC students have medical coverage under the Student Health Center, Student Medical Insurance Plan; if not, proof of private medical coverage will have been requested from and provided by the student(s). The Participant Agreement Form will provide the individual's specific insurance provider. Students should follow the procedures applicable to their insurance provider. Students utilizing the Student Medical Insurance Plan should report the incident to Student Health Center Student Medical Insurance Office at (618) 453-4413.
- d. **SIUC Faculty, Staff or Student Property Damage.** Personal property is used at one's own risk. This should be communicated to all participants. Damage to University property should be reported within 24 hours to the academic department and if necessary Travel Service and/or University Risk Management.
- e. **Third Party Injury or Property Damage.** Third party liability claims arising from acts or omissions made by faculty, staff or students acting responsibly within the scope of his/her responsibilities to SIUC are covered under the University's Self-Insurance Program. No coverage is extended for willful or wanton misconduct. Incidents that have potential exposure should be reported within 24 hours to University Risk Management.
- f. **Automobile Related Injury or Property Damage.** University owned, leased or rented vehicles operated by a properly licensed University employee for academic purposes is covered under the State of Illinois Auto Liability Program. Certain University vehicles are also covered under the University's Self-Insurance Program Comprehensive Collision Coverage. In case of an accident, call the police and have an accident report filled out by their department at the location of the accident. Accidents must be reported within 48 hours to the auto liability coordinator at Travel Service. Call Travel Service at (618) 453-3357 anytime day or night to report the accident.

Please note the Center for Environmental Health and Safety Report of Injury/Incident/Hazard Form should be completed when applicable. An electronic copy of the form can be found on the web at <http://www.cehs.siu.edu/General/Forms>.

## APPENDIX A SIUC Field Trip Policy

### Introduction

Off-campus field trips provide valuable experiences and are an important component of the University's educational activities. The University encourages such experiences when appropriate. On all field trips, the safety and well being of participants is a primary concern.

### Definitions

1. **Field Trip.** An off-campus tour or outing taken by students for academic purposes to enhance their knowledge and skills coordinated by University faculty or staff as part of a course curriculum and required for class credit.
2. **Field Trip Supervisor.** Faculty member or University employee who is in charge of the field trip.

### Policy Provisions

1. **University Responsibility.** The University has a duty to exercise reasonable care in protecting its students from foreseeable harm when planning and implementing field trip experiences. The University recognizes its responsibility to comply with all applicable federal and state statutes and University regulations including, but not limited to, the SIUC Employees Handbook and SIUC Student Code of Conduct. The field trip supervisor is responsible for exercising reasonable care in planning and implementing the field trip experience and enforcing compliance with University policies by all participants. The field trip requirement must be documented on the course syllabus. There must be field trip orientation for all participants. All field trip participants must complete and sign an *assumption of risk form*. The department chair and the dean must be notified of any field trips that do not require on-site faculty or staff supervision. When a University owned, leased or rented vehicle is used for the field trip purposes the driver must be a properly licensed University employee. If privately owned vehicles are used, driver must meet all auto liability requirements.
2. **Departmental Responsibility.** The field trip supervisor is responsible for exercising reasonable care in planning and implementing the field trip experience and enforcing compliance with University policies by all participants. The field trip supervisor's responsibilities include but are not limited to field trip orientation, transportation arrangements, course syllabus documentation, obtaining required approvals and securing all required assumption of risk forms. All signed assumption of risk forms shall be kept on file in the department for no less than 3 years.
3. **Participant Responsibility.** Each participant shall abide by applicable federal and state statutes and University regulations. Students shall be held to the SIUC Student Code of Conduct which will be strictly enforced. A signed assumption of risk form is required of all field trip participants. If privately owned vehicles are utilized, all drivers must meet the applicable auto liability.

4. **Participant Agreement and Assumption of Risk Form.** Prior to the field trip, each participant shall complete a participant agreement form. This serves to provide medical insurance and contact information for each participant in case of emergency. Each participant of majority age must sign an assumption of risk form. Minors must obtain the signature of a parent or guardian. Prior to departure, the required forms must be filed in the office of the department sponsoring the trip. The filing of such forms shall be a condition for participation in field trips.

APPENDIX B

SIUC PARTICIPANT AGREEMENT

NOTE: The Assumption of Risk Form must be signed by the participant's legal guardian if the participant is not of legal age.

Trip Description: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_

Activity/Risk Description:

PARTICIPANT INFORMATION

Participant's Name: \_\_\_\_\_ Student ID #: \_\_\_\_\_
Permanent Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Home Phone: \_\_\_\_\_

MEDICAL EMERGENCY CONTACT INFORMATION

Person to Contact First: \_\_\_\_\_ Backup Contact (Relative or Friend):
Name: \_\_\_\_\_ Name: \_\_\_\_\_
Relation to Participant: \_\_\_\_\_ Relation to Participant: \_\_\_\_\_
Daytime Phone: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_
Evening Phone: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_
Are you allergic to any medications? \_\_\_\_\_ If yes, list the medications to which your are allergic.

List current prescriptions/medications:

INSURANCE POLICY INFORMATION

[ ] Yes [ ] No The above-named participant is covered by health insurance.

If yes, provide the following information which is required by Southern Illinois University to expedite treatment and to facilitate the billing process.

Policy Holder's (P.H.) Name: \_\_\_\_\_ P.H.'s Date of Birth: \_\_\_\_\_
Address: \_\_\_\_\_ Relation to Participant: \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Occupation: \_\_\_\_\_
P.H.'s Employer's Name: \_\_\_\_\_
Employer Address: \_\_\_\_\_
Insurance Company Name: \_\_\_\_\_
Insurance Company Address: \_\_\_\_\_
Policy #: \_\_\_\_\_ Plan #: \_\_\_\_\_

ASSUMPTION OF RISK FORM (Attached)

[ ] Yes - I have completed and signed the attached Assumption of Risk Form. I understand this form must be signed prior to participation. must be signed prior to participation.

## **Assumption of Risk**

### LIABILITY RELEASE, WAIVER DISCHARGE AND COVENANT NOT TO SUE

Release executed by \_\_\_\_\_ (full legal name of Participant), whose address is \_\_\_\_\_, to the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, on behalf of Southern Illinois University at Carbondale.

1.0 I desire to participate in the following activity/trip \_\_\_\_\_ (“Activity”), to be held on \_\_\_\_\_, and I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity, in the transportation to and from the Activity, which dangers include but are not limited to \_\_\_\_\_ [if necessary, described in more detail in the attached], and which also could include serious or even mortal injuries and property damage.

2.0 Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Activity, on behalf of myself, my family, heirs, and personal representative(s), I, the undersigned, agree to assume all the risks and responsibilities surrounding my participation in the Activity, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance release, waive, forever discharge, and covenant not to sue the Institution, its governing board, officers, agents, employees, and any students acting as employees (hereafter called the “Releasees”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

3.0 I understand and agree that Releasees do not have medical personnel available at the location of the Activity or on the campus. I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

4.0 I understand that any personally owned automobiles used in conjunction with this activity are not covered by the University for personal property damage or liability. I understand that if I utilize a personally owned automobile I am required to carry auto liability insurance as required by the State of Illinois and any state in which this activity involves. Further, if I agree to be a passenger in a vehicle that is not owned and/or operated by a University faculty member or representative, I hereby assume any and all risks that may be associated with riding in such vehicle and will hold the Releasees harmless from any and all loss, damage, injury or liability that may arise from such act.

5.0 It is my express intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators,

and hold harmless, indemnify, and defend Releasees from any claim by me or my family, arising out of my participation in \_\_\_\_\_ (name of the Activity).

6.0 In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

7.0 I am voluntarily participating in this activity, despite the possible dangers and risks and despite this Release.

8.0 I further state that I am at least eighteen (18) years of age and fully competent to sign this agreement; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in this activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.

9.0 I further agree that this Release shall be construed in accordance with the laws of the State of Illinois. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHEREOF, I have executed this release this \_\_\_\_ day of \_\_\_\_\_

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

STUDENT/PARTICIPANT:

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

## APPENDIX C

### Checklist for Planning a Field Trip

#### **Planning:**

- Obtain departmental approval when appropriate for field trip
- Information concerning optional or required field trips should be included in the course syllabus and have a well defined academic purpose
- Written contract if collaborating entity is coordinating all or part of trip responsibilities
- Consider relevant policies, procedures and regulations:
  - SIUC Field Trip Policy and Field Trip Guide
  - SIUC Employee Handbook
  - SIUC Code of Conduct
  - SIUC Participant Agreement and Assumption of Risk Form  
(Parental signature under legal age, note risks on form, confirm when participation is voluntary)
  - Health and safety standards and policy on risk-limited activities
  - Orientation for faculty, staff and students

#### **Accommodations - Specify realities of lodging and travel prior to field trip:**

- Acquire feedback from students regarding disabilities, needed support, limitations. When necessary outline “auxiliary aids” to accommodate participation
- Cancellation policies when fees are collected as a group
- Housing (family/home stay, dorm, apartment, hotel, etc.)
- Meals (who provides food, alcohol consumption, etc.)
- Transportation (air, bus, personal vehicle, rental vehicle, university vehicle)

#### **Orientation meeting: discuss and provide written documentation:**

- Academic expectation - conditions of participation
  - Approved and restricted activities
- Acknowledge risks and realities of field trip site
- Behavioral expectations
  - Any zero tolerance issues
  - Student misconduct or threats to the safety of others
- Climate at field trip site
  - Appropriate clothing and gear
- Emergency contact information
  - Cell phones/Buddy Systems
  - Procedures for separation from group
- General safety and personal security
- Health and safety guidelines including any possible health hazards
- Institutional policies that will apply
  - Student Code of Conduct (i.e., alcohol)
  - Employee handbook
- Outline any relevant expenses
- Inform participants of required pre-trip documentation
  - Participant Agreement and Assumption of Risk Forms

**Clarify:**

- All contracts and agreements
- Student's adult role in policy, information and procedures
  - Including when students are acting independently of the program
- Insurance
  - Liability (institutional and personal)

**Verify documentation left on file with department (maintain 3 years)**

- Original signed Participant Agreement and Assumption of Risk Form for each participant
- Itinerary and contact information
- If necessary, approval and/or notification from chair and dean

**Assemble paperwork you will be taking:**

- Participant Agreement Form (p.1)
- Emergency contact for each site
- Itinerary