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Date: February 1, 1980

# Subject: FIELD TRIPS

#### I. PURPOSE

To establish a policy and related procedures for field trips that involve faculty members, support staff, students, and/or other persons.

### II. REFERENCES

PPM 8-10 to 8-10.15 (Student Code)

PPM 8-12 to 8-12.8 (Code of Faculty Responsibility)

#### III. DEFINITION

"Field trip" means a journey or excursion away from the university campus, whether or not in university vehicles, involving two or more persons, that is organized and/or sponsored by an operating unit of the university, or by a faculty member or other authorized employee of the university, for academic, research, or recreational purposes that are related to an approved program or activity of the university. "Field trip" does not include travel by university athletic teams and related personnel pursuant to approved policies of the department of athletics.

# IV. POLICIES

- A. University Responsibility. The university recognizes that it is obligated under the law to establish and ensure compliance with all applicable requirements of federal and state law, and all applicable university regulations, including but not limited to the Student Code and the Code of Faculty Responsibility, in connection with field trips.
  - 1. The faculty member or other university employee designated to be in charge of a field trip (i.e., the "trip director" has the responsibility to enforce compliance with university policies by all persons participating in the field trip.
  - 2. No person shall be permitted to participate on a field trip unless a "Statement of Understanding," properly completed and signed pursuant to Section IV.B., below, is on file for that person in the office of the responsible department head or director before the field trip commences.
  - 3. The trip director is responsible for the prudent care and operation of university-owned vehicles used on field trips from the time at which possession of the vehicle is taken until it has been returned to university control.
  - 4. Only a duly licensed adult (i.e., age 18 years or older) who has been authorized by the trip director may operate a motor vehicle, whether or not the vehicle is owned by the university, to transport persons on a field trip.
  - 5. The trip director must obtain assurance, prior to the commencement of the field trip, that any vehicle not owned by the university and used on the field trip will be

covered throughout the period of the trip by a motor vehicle liability insurance policy, currently in effect, with limits of coverage and liability that satisfy the requirements of the Utah Motor Vehicle Safety Responsibility Act, 1953 Utah Code Anno. 41-12-1 et seq.

- 6. Each person participating on a field trip in any capacity (e.g., faculty, staff, or student) should be covered by insurance for medical and hospital costs arising from any accident occurring while on the field trip. Enrollment in the university's hospital/medical student health insurance program for university employees, or in the student health insurance program, will satisfy this requirement. Persons not included in these insurance programs and who do not already carry equivalent private hospital/medical insurance should obtain appropriate short-term insurance.
- 7. Funds administered by the university may not be used to supply alcoholic beverages to persons participating on a field trip.
- 8. While actually using any vehicle for field trip purposes, and during "working hours" (i.e., those hours designated by the trip director as time to be spent on university-sponsored activities within the purpose of the trip), drinking of alcoholic beverages by any participant on a field trip is forbidden.
- 9. No narcotics, illegal drugs, or other controlled substances may be in the possession of, or used by, any person engaged in the field trip except for purposes specifically permitted by the Utah Controlled Substances Act.
- 10. No person engaged in field trip activities, other than the trip director, may possess or use any kind of firearm for any purpose, except as may be expressly authorized by the trip director upon a determination that the person so authorized is reasonably knowledgeable and proficient in the use of the particular firearm and that its possession or use by him/her is necessary to carry out the purposes of the trip.
- 11. Each student participant is expected to comply with all applicable provisions of the Student Code, and each faculty member is expected to comply with all applicable provisions of the Code of Faculty Responsibility, during the field trip, and to obey all applicable provisions of the law of the state and nation in which the field trip activities take place. All participants are individually responsible for their personal conduct while on the field trip, and the university has no obligation to intercede or undertake to protect them from the legal consequences of violations of law for which they may be responsible.

# B. Statement of Understanding

- 1. Each person, prior to participating in a university-sponsored field trip, must personally sign (or if under 18 years of age must obtain the signature of his/her parent(s) or guardian upon) an agreement reading substantially as shown in the attached Appendix, which shall be filed in the office of the sponsoring department or office prior to the commencement of the field trip.
- 2. Persons who are expected to participate on more than one field trip during any academic year (i.e., July 1 to the following June 30, inclusive) are not regularly required to sign a separate Statement of Understanding for each trip, provided there is on file in the pertinent office a duly signed statement that is accurate and up-to-date prior to each field trip taken during that academic year.
- 3. The filing of such statements may be required as a condition of registration in any

course in which participation in one or more field trips is anticipated.

## V. PROCEDURES

A. Departmental Responsibilities. The head of each department or operating unit that sponsors field trips shall be responsible for enforcing university policies relating to field trips, for notifying students of the requirements of this Field Trip Policy and Procedure, and for maintaining files of the Statements of Understanding required by Section IV.B., above.

#### B. Sanctions.

- 1. Violations of this Field Trip Policy may be the basis of appropriate sanctions, including the initiation of formal charges under applicable provisions of the Student Code or the Code of Faculty Responsibility.
- 2. While actually engaged in a field trip, the trip director may enforce the provisions of this Field Trip Policy by withdrawal or limitation of privileges, or, in the event of repeated violations, by excluding the offending person from further participation and arranging to return the offender to the campus or to convey him/her to the nearest point of public transportation for return to the campus. The cost of such return transportation is a proper charge against university funds, but the university reserves the right to obtain reimbursement from the offender.
- C. Reports of Accidents. Any accident or other occurrence causing physical injury to persons or property occurring in the course of a field trip, whether or not the injury is sustained by a participant on the field trip, shall be reported promptly pursuant to University Policy and Procedure 2-74.

Approved: Institutional Council 12/10/79.

# Appendix - PPM 1-10 UNIVERSITY OF UTAH STATEMENT OF UNDERSTANDING (Field Trips)

The undersigned hereby acknowledge(s) and agree(s) that:

- (herein referred to as "Participant") expects and intends to participate in one or more field trips to be sponsored by the University of Utah during the academic year ending June 30 following the execution of this Statement of Understanding.
- 2. In consideration of the University's sponsorship and direction of such field trip(s), participant hereby states that he/she has read and understands the terms and conditions of the University of Utah Policy and Procedure 1-10 and specifically agrees to be bound thereby.
- 3. Participant further agrees and understands that during each such field trip he/she will be under the direction and control of the trip director approved by the University of Utah, and specifically agrees to comply with all reasonable directions and instructions by the trip director during the course thereof.
- 4. Participant understands and acknowledges that there are specific risks of injury to person and/or property that are associated with field trips, including risks related to travel hazards, terrain, weather, eating and sleeping arrangements, and other circumstances. Participant specifically agrees to and voluntarily assumes the risk of such injuries, and hereby certifies and represents that participant will arrange for apporpriate personal accident/health insurance coverage (e.g.,

hospital/medical insurance, student health insurance, University short-term accident insurance, etc.) during the period of each such field trip.

5. Participant understands and acknowledges that the University of Utah assumes no liability for personal injuries or property damages to participants or to third persons arising out of field trips, except to the extent that such liability is imposed by law, including the Utah Governmental Immunity Act (Utah Code Annotated 63-30-1 et seq.) and the Utah Public Officers' and Employees' Imdemnification Act (Utah Code Annotated 63-48-1 et seq.). Participant agrees to indemnify and to save the University harmless from any liability arising out of the acts or omissions of participant during any such field trip, subject to any limitations or restrictions against such indemnification that are imposed by law.

| Date:                                     | _ 19      | Signed:         |                        |                                  |       |
|---|-----------|-----------------|------------------------|----------------------------------|-------|
|   |           |                 | Participant            |                                  |       |
|   |           |                 |                        |                                  | ,     |
| [If participant is under the a supplied.] | ige of 18 | , the signature | e of at least one pare | ent, or of a legal guardian, mus | st be |
| Date:                                     | 19        | Signed:         | Participant            |                                  |       |