

# CI Risk - Academic Field Trips

## **Requirements**

- Academic Field Trip Site Assessment
- Certification of Compliance with EO 1062

## **Supplementary Materials**

- Release of Liability, Promise Not to Sue, Assumptions of Risk and Agreement (Requirement from student Participants)

## **Policy**

- EO 1062: Field Trip Policy and Procedures
- EO 1041: California State University Student Travel Policy

## **Parties to Agreement**

- Instructor
- Administrative Coordinator
- Administrator
- Risk Management

## Academic Field Trip Site Assessment

This assessment is completed pursuant to CSU Executive Order 1062. The assessment is intended to identify and mitigate reasonably foreseeable risks associated with field trips, and minimize the University's liability exposure by demonstrating and documenting sufficient knowledge of the academic field trip site prior to the arrival of C.I. students and other field trip participants.

**Field Trip Site:**

**Assessment valid for academic year:**

**Field Trip Site Address/Location:**

**Course(s):**

**Field trip date(s):**

**Assessment completed by:**

**Date:**

**Onsite Visit:**

**YES**

**NO**

Equipment/supplies to be provided by participant:

Equipment/supplies to be provided by field trip leader (faculty):

Physical activities to be undertaken include:

Risks inherent in this field trip include bodily injury due to:

Will there be any exposure to animals, insects or poisonous plants?

YES

NO

Are site conditions or activities challenging (i.e., rough terrain, weather hazards, high crime urban area, exposure to hazardous substances, or involving the use of heavy machinery)?

YES

NO

Has a near-by medical facility or medical provider been identified?

YES

NO

Is first aid available at the site or with the field trip leader?

YES

NO

Is an emergency plan for evacuation, rendezvous, and return from site in place?

YES

NO

Does the instructor have sufficient knowledge of the field trip site?

YES

NO

To further mitigate liability exposure participants should arrange their own transportation, **and** Release of Liability forms shall be completed by all participants prior to embarking on the field trip.

This assessment form should remain on file in the academic department along with the instructional agenda and corresponding Release of Liability Waivers. (Ref. EO 1062)

Release of Liability Waivers must be kept on file in the department for three years (Tech. Letter RM 2011-01).

# Certification of Compliance with EO 1062 - Field Trip Policy and Procedures

The campus field trip policy must include the following minimum requirements:

- Include a means to identify all courses that involve off-campus field trips
- Require the use of the approved liability waiver. See Executive Order 1051.
- Ensure student emergency contact information is obtained prior to the field trip. The campus must have emergency contact information readily available.
- Provide students with an instructional agenda, health and safety information, emergency procedures, and the student code of conduct, prior to the field trip.
- Require a pre-trip evaluation. This should include a site visit and the written evaluation should be retained by the qualifying department and available for review. The pre-trip location visit can be bypassed if the campus can demonstrate and document sufficient knowledge of the field trip site. This could be accomplished by review online, published materials, or contacting the site to discuss the visit.
- Include a plan to accommodate students with special needs.
- Provide training for any equipment that may be used on the activity.
- Provide for an alternate assignment for students unwilling to accept the risk of participation.
- Comply with the California State University Use of University and Private Vehicles Policy Guidelines and the California State University student travel policy, where applicable. See Executive Order 1041.
- Administer regular reviews to monitor and document compliance with the field trip policy and update requirements as necessary at regular intervals.

I acknowledge the above field trip requirements and will ensure compliance with EO 1062.

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Instructor (Print)

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Signature

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Date

**RELEASE OF LIABILITY, WAIVER OF RIGHT TO SUE, ASSUMPTION OF RISK AND  
AGREEMENT TO PAY CLAIMS**

Activity: \_\_\_\_\_

Activity Date(s) and Time(s): \_\_\_\_\_

Activity Location/Facility: \_\_\_\_\_

In consideration for being allowed to participate in this Activity, I **release from liability and waive my right to sue** the State of California, the Trustees of the California State University, which own and operate California State University, Channel Islands and their employees, officers, volunteers and agents (collectively “University”) from any and all claims, **including the University’s negligence**, resulting in any physical injury, illness (including death) or economic loss that I may suffer because of my participation in this Activity, including any travel to and from the Activity.

I am voluntarily participating in this Activity. I understand that there are risks, such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability or even death, which may occur from my participation in this Activity. These injuries or outcomes may arise from my own or other’s actions, inactions, negligence, or from the condition of the Activity location(s) or facility(ies).

**Nonetheless, I assume all related risks, whether known or unknown to me, of my participation in this Activity, including travel to and from the Activity.**

I agree to **hold** the University **harmless from any and all claims, loss or damage to my personal property, liabilities and costs, including attorney’s fees**, as a result of my participation in this Activity, including travel to and from the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University.

If I need medical treatment, the University is authorized to obtain medical treatment for me. I will be financially responsible for any costs of such treatment. I agree that I will not hold the University responsible for any claims resulting from any medical treatment. I am aware that the University does not provide health insurance for me and I should carry my own health insurance.

I am 18 years or older. I have read this document, and I am signing it freely. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) waiver of my right to sue the University, (c) and assumption of all risks of participating in this Activity, including travel to and from the Activity.**

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

Participant Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

***If Participant is under 18 years of age:***

I am the parent or legal guardian of the Participant. I have read this two-page document, and I am signing it freely. **I understand the legal consequences of signing this document, including (a) release of University from all liability on my and the Participant's behalf, (b) waiver of my and the Participants' right to sue, (c) and assumption of all risks of the Participant's** participation in this Activity, including travel to and from the Activity. I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

Name of Minor Participant's Parent/Guardian (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Minor Participant's Parent/Guardian: \_\_\_\_\_

Minor Participant's Name (Print): \_\_\_\_\_



**Origination:** 8/23/2011  
**Last Revised:** 8/23/2011  
**Next Review:** 8/22/2020  
**Owner:** Sara Zaragoza: Executive Assistant  
**Area:** Academic and Student Affairs  
**Codes:** EO 1062

## Field Trip Policy and Procedures

This executive order (EO 1062) is issued pursuant to the Standing Orders of the Board of Trustees, Section II (a) and (c). Through adoption of the following statement of policy, the California State University recognizes the beneficial educational purpose of field trips and the necessity for policy and procedures designed to maximize the educational experience, mitigate risk to participants and minimize the university's liability exposure.

### I. Purpose

This policy establishes minimum standards for a campus field trip policy and procedures and delegates responsibility for implementation to the campus president.

### II. Campus President

The president is delegated the responsibility for the maintenance and oversight of the campus field trip policy, ensure there is a means for future review of the policy, and ensure that it is updated and communicated to faculty and staff at appropriate intervals.

### III. Field Trip Defined

A field trip is a university course-related, off-campus activity led by a faculty or staff member and designed to serve educational purposes. A field trip would include the gathering of data for research (such as at a geological or archaeological site), museum visit, participation in a conference or competition, or visits to an event or place of interest. The duration of a field trip may be a class period or longer, and could extend over multiple days. This definition does not apply to activities or placements in the context of a teacher preparation program, intercollegiate sports, or service-learning placements, all of which are governed under separate policy.

### IV. Field Trip Policy – Minimum Requirements

The campus field trip policy must include the following minimum requirements:

- Include a means to identify all courses that involve off-campus field trips.
- Require the use of the approved liability waiver. See Executive Order 1051.
- Ensure student emergency contact information is obtained prior to the field trip. The campus must have emergency contact information readily available.
- Provide students with an instructional agenda, health and safety information, emergency procedures, and

the student code of conduct, prior to the field trip.

- Require a pre-trip evaluation. This should include a site visit and the written evaluation should be retained by the qualifying department and available for review. The pre-trip location visit can be bypassed if the campus can demonstrate and document sufficient knowledge of the field trip site. This could be accomplished by review online, published materials, or contacting the site to discuss the visit.
- Include a plan to accommodate students with special needs.
- Provide training for any equipment that may be used on the activity.
- Provide for an alternate assignment for students unwilling to accept the risk of participation.
- Comply with the California State University *Use of University and Private Vehicles Policy Guidelines* and the California State University student travel policy, where applicable. See Executive Order 1041.
- Administer regular reviews to monitor and document compliance with the field trip policy and update requirements as necessary at regular intervals.

The campus has the discretion to amend its field trip policy to include components not addressed above.

## V. Document Retention

The campus is expected to retain documents related to the field trip consistent with systemwide and campus document retention guidelines. See Executive Order 1031.

It is recommended that the instructional agenda and executed liability waiver be retained together and for a period of one year after the conclusion of the semester/quarter during which the field trip took place. For minors, the documents are to be retained for one year after the minor reaches the age of majority. Electronic copies of the documents are permissible. See technical letter **RM 2011-01** and the accompanying *Release of Liability Handbook*.

## Supersedes

No Prior Executive Order

## Issued by

Charles B. Reed, Chancellor

All revision dates:

8/23/2011

## Attachments

[Transmittal Letter](#)

[Technical Letter re: Liability Waivers Handbook](#)



Origination: 7/1/2009  
Last Revised: 7/1/2009  
Next Review: 7/1/2020  
Owner: Zachary Gifford: Director, SW Risk Mgmt  
Area: Business and Finance  
Codes: EO 1041

## California State University Student Travel Policy

### Policy

This executive order (EO 1041) is issued pursuant to authority Section II of the Standing Orders of the Board of Trustees of the California State University. Through adoption of the following statement of policy, the California State University recognizes student travel as an integral function throughout the California State University system.

This executive order implements Board of Trustee' policy regarding student participation in programs which require air or bus travel that are offered by, or pursuant to a program, of the California State University, any student body organization, or any organization affiliated with any such organization, or with any combination thereof.

Effective immediately, student travel required in CSU-affiliated programs shall be conducted in compliance with Trustee Policy on Student Travel, Board of Trustees' Resolution REP 1-92-02, Attachment A, which is hereby incorporated and made a part of this executive order.

This executive order expands the policy to include bus-ground transportation livery conveyance and applies to all CSU student travel.

### Minimum Travel Insurance

Pursuant to the Trustees' policy, students participating in the California State University-affiliated programs who are traveling by air on flights which are not regulated by the U.S. Department of Transportation and/or are not subject to liability insurance minimums established by the U.S. Department of Transportation shall first obtain, or have obtained on their behalf, trip insurance covering bodily injury or death of the student and for the loss of or damage to property in the maximum amount available from American insurance carriers.

Each charter of aircraft or bus for purpose of CSU student air or bus travel shall include indemnity and co-insurance provisions as outlined in Attachments B, C, D, E, F and G as appropriate.

### Notice to Students: Release, Hold Harmless and Informed Consent Provisions

All students participating in CSU-affiliated programs which require travel shall be informed in writing that participation in such programs is voluntary and that travel involves risks to personal safety which could result in damage to property, injury or death. Students participating in such travel shall be informed in writing that



the CSU assumes no liability for damage, injury, or death occurring on such voluntary travel and those students undertake such travel at their own risk.

All students participating in CSU-affiliated programs which require travel shall be required to acknowledge that they have been informed of the risks of travel required by such programs and to sign a statement (Attachment I) certifying that they have been informed of and undertake such travel voluntarily with full knowledge of such risks, and release and hold harmless the state of California, the California University, the campus affiliated with the program requiring travel, and each and every officer, agent, and employee of each of them, from any of the above institutions or persons, by reason of any accident, illness, or injuries, death, or other consequences resulting directly or indirectly from or in any manner arising out of or in connection with, the student being a passenger on a flight or public livery conveyance.

## Supersedes

Executive Order 590

## Issued by

Charles B. Reed, Chancellor

All revision dates:

7/1/2009

### Attachments

[Attachment I: Release of Liability, Promise not to Sue, Assumption of Risk and Agreement to Pay Claims](#)

[Attachment H: Release, Holding-Harmless and Informed Consent](#)

[Attachment G: Indemnification and Insurance Provisions](#)

[Attachment F: Indemnification and Insurance Provisions](#)

[Attachment E: Indemnification and Insurance Provisions](#)

[Attachment D: Indemnification and Insurance Provisions](#)

[Transmittal Letter](#)

[Attachment C: Indemnification and Insurance Provisions](#)

[Attachment B: Liability of Insurance Limits for Charter of Aircraft or Public Livery Conveyance \(Busses\) in CSU-Affiliated Student Travel](#)

[Attachment A: Policy of the Board of Trustees on Student Travel](#)