

# CI Risk - Student Domestic Travel

## **Requirements**

- Release of Liability, Promise Not to Sue, Assumption of Risk and Agreement
- Air Travel Notification & Waiver (if applicable)

## **Policy**

- EO 1041: California State University Student Travel Policy

## **Parties To Agreement**

- Student
- Administrative Coordinator
- Administrator
- Risk Management

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS

a campus of the California State University • Bakersfield • Channel Islands • Chico • Dominguez Hills • Fresno • Fullerton • Hayward • Humboldt • Long Beach • Los Angeles

Maritime Academy • Monterey Bay • Northridge • Pomona • Sacramento • San Bernardino • San Diego • San Francisco • San Jose • San Luis Obispo • San Marcos • Sonoma • Stanislaus

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

## AIR TRAVEL NOTIFICATION AND WAIVER

Notification by CSU to participant: You are intending to participate in a California State University-affiliated program that requires air travel.

Air travel involves risks that could result in damage to property, injury to persons, and death. Please be informed that the California State University assumes no liability for damage, injury, and death that may occur during air travel undertaken by the California State University-affiliate programs.

Your participation in the program is voluntary, and you participate at your own risk.

Prior to undertaking CSU-affiliated air travel, you will be required to sign the below "Release and Hold-Harmless Statement." Please review the statement carefully before signing it.

### WAIVER, RELEASE AND HOLD-HARMLESS STATEMENT

I, \_\_\_\_\_, am a student at, or other non-working affiliate participant of California State University Channel Islands.

I am/will be participating in a CSU-affiliated program that includes air travel. (CSU-affiliated program includes any program offered by, or pursuant to a program of, the California State University, any campus of the California State University, any student body organization, or any organization affiliated with any such organization or with any combination thereof.)

My participation in this program is voluntary.

I have been informed and I understand that 1) air travel involves risks that can result in damage to property, injury to persons, and death; and 2) the CSU assumes no liability for damage, injury, or death occurring on such travel. With this knowledge and information, I agree to participate in the program, and the air travel, at my own risk.

I release and hold harmless the State of California, the California State University, California State University Channel Islands, and each and every officer, employee, volunteer and agent of each of them, from any and all claims and causes of action that I may have against any of these institutions or persons, by reason of any accident, illness, injury, death, or other consequences resulting directly or indirectly from or in any manner arising out of, or in connection with, my being a passenger on an airplane pursuant to my participation in the CSU-affiliated program.

This release and hold-harmless shall be binding on my heirs, assigns, successors, and all other persons who may claim losses through me.

Student/Participant Signature	Printed Name	Date	
Address	City	State	Zip Code



**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](#)