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I. Policy

It is the policy of Tusculum College to promote the institution in a professional manner and ensure adequate emergency plans are in place at all times for students and student groups during College Sponsored Off-Campus Events. Tusculum College has committed itself to the education and development of healthy, productive, and responsible individuals.

II. Definitions

A. College Sponsored Off-Campus Event

1. Any event in which at least one of the following applies:
 - a. The College plans the event;
 - b. The College pays all, or a part of, the cost of the event;
 - c. The College sponsors the event;
 - d. The College contributes any type of College owned or leased resources or equipment to the event;
 - e. A Tusculum College student, faculty, or staff person represents the College at the event;
 - f. The event occurs within a College owned or leased property, or upon or within College owned or leased property, including any type of institutional vehicle; or
 - g. The event occurs during the time frame specified on an approved sponsorship form.
2. Examples of College Sponsored Off-Campus Events include: academic department field trips, Campus Activities outings, Intramurals/Recreation trips, College sponsored organization activities, etc.

B. Transportation

Transportation to a Tusculum College Sponsored Off-Campus Event includes any form of travel including College Motor Pool vehicles, privately-owned vehicles, buses, planes, trains, etc. and any time from the trip departure to the trip return. Student(s) and student groups that use College Motor Pool vehicles must follow College Motor Pool vehicle policies and regulations.

C. Faculty/Staff Advisor

Faculty/Staff Advisors are those individuals employed by the College in a faculty or staff position (excludes student employees) on a full- or part-time basis who provides guidance for the group when dealing with the public (the role of the faculty/staff advisor is not intended to be of a parental nature and advisors traveling on a College Sponsored Off-Campus Event cannot watch all students at all times).

D. Contract Person

This includes any faculty advisor for the club or organization, any staff employee, or a Tusculum College student or volunteer who will provide information about the Tusculum College Sponsored Off-Campus Event to College offices and will accompany the student/s or student group.

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III. Procedures

A. College Sponsored Off-Campus Events Standards

Tusculum College has established, and will enforce, institutional rules that uphold institutional values and federal, state, and local laws during College Sponsored Off-Campus Events.

Students or student groups may not purchase, consume, possess, or distribute alcohol during a College Sponsored Off-Campus Event unless specifically authorized through the appropriate Cabinet Officer.

B. Contact Person Responsibilities

In the case of an emergency including, but not limited to any type of student injury, vehicular accident, or criminal behavior, the Contact Person shall immediately notify Campus Safety personnel on duty so that communication with the Vice President for Student Affairs can be established.

Though individual students are responsible for their own behavior the Contact Person is responsible for informing the members of the group of the policies pertaining to College Sponsored Off-Campus Events and the Tusculum College Code of Student Conduct and will report any violations to the Office of the Vice President for Student Affairs.

The following preparation tasks are also managed by the Contact Person:

1. Student Travel Request Form - The Contact Person will submit a properly completed "Student Travel Request" form to the Vice President for Student Affairs on behalf of the group prior to the departure of the group.
2. Medical Information & Medical Care Proxy Designation and Authorization for Urgent Care - The Contact Person shall submit a properly completed "Medical Information & Medical Care Proxy Designation and Authorization for Urgent Care" form for each traveler to the Vice President for Student Affairs prior to the departure of the group.
3. Release, Assumption of Risk, Waiver of Liability and Hold Harmless, Commitment to Program, and Delegation of Authority Agreement - The Contact Person shall submit a "Release, Assumption of Risk, Waiver of Liability and Hold Harmless, Commitment to Program, and Delegation of Authority Agreement" form for each traveler to the Vice President for Student Affairs prior to the departure of the group.
4. Emergency Contact Person List - The contact person will submit a properly completed "Emergency Contact Person List" form to the Vice President for Student Affairs on behalf of the group prior to the departure of the group

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**RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY
AND HOLD HARMLESS, COMMITMENT TO PROGRAM, AND
DELEGATION OF AUTHORITY AGREEMENT**

PLEASE READ THIS AGREEMENT CAREFULLY.

I _____, wish to participate in a Tusculum College (hereinafter referred to as College) Sponsored Off-Campus Event (hereinafter referred to as Event) and, in consideration of the College's agreement to allow me to participate in this Event and having read and understood this participation agreement, I hereby state that I accept responsibility and voluntarily agree as follows:

- 1. Authority:** I represent and confirm to the College that I am at least eighteen (18) years of age and that I have full and complete authority to enter into this Agreement.
- 2. Voluntary Nature of Participation:** I have voluntarily chosen to pursue participation in this Event which is not a requirement of my curriculum at the College because of the learning, service, and/or cultural experiences I could gain through my participation.
- 3. Reservation of Rights:** I accept the College's reservation of the right to cancel, change or substitute programs in the case of emergency, changed conditions, the interest of the participants, or in the event of insufficient number of participants, and to make alterations in the programs and itineraries as may be required understanding that fees and logistics are based on certain factors over which the College has no control (such as changes in currency exchange rates, tariffs, curricula inflation of other basic costs, or strikes, revolutions, or wars and as such are subject to change).
- 4. Inherent Risks and Dangers of Travel & Participation:** I understand and appreciate that risk and dangers are inherent when traveling and participating in Events off campus. I waive and release Tusculum College and other partner entities, their officers, trustees, employees and agents (hereinafter referred to as releasees) from any claim not directly arising from the fraud or gross negligence of the aforementioned entities. Such release/waiver shall include, but not be limited to, all risks associated with the Event, whether present or future, known or unknown, arising from or as a result of my voluntary travel to and from, and participation in the Event, including loss, property damage, personal or bodily injury (including that which could be painful, permanently disfiguring or debilitating and even fatal), or expense resulting from issues such as delay, changes in itinerary, changes in the content of program, accident, weather, natural disaster, sickness, quarantine, strike, detention, war or other military action, terrorism, or government restrictions and regulations.
- 5. General Indemnification:** I acknowledge that I am neither an agent nor official representative of the College and may not look to the College for reimbursement of expenses, and accept full responsibility for all costs and expenses associated with my participation in the Event and agree to indemnify the releasees from any financial obligations or liabilities I may personally incur while participating in the program, including but not limited to expenses related to evacuation and repatriation unless otherwise provided, and attorney's fees and court costs resulting from my acts, errors or omissions. I expressly assume full responsibility for any risk of bodily injury, death, or

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property damage and agree to indemnify and hold harmless the releasees whether injury or damages is caused by my negligence, the negligence of the releasees or the negligence of any third party from any loss, liability, damage or costs, including court costs and attorneys' fees, that releasees may incur due to my traveling to and from, and participation in this Event.

6. Hold Harmless: I, for myself, my heirs, executors, administrators, representatives and assigns release, waive, discharge and relinquish, and agree to hold harmless releasees from and against all claims and causes of action which may arise from my participation in the program and its related activities, whether the same should arise by reason of the negligence of anyone participating in the program or its related activities, or otherwise, and agree that under no circumstances will I, or anyone claiming through me, prosecute or present any claims for personal or bodily injury, property damage or loss, or wrongful death against releasees.

7. Personal Capacity: I acknowledge that I possess the physical capacity and mental stability reasonably necessary to engage in the Event as determined through a physical examination conducted prior to participating in the Event and other reasonable assessment methods.

8. Medical Treatment: In a medical or other emergency, I grant the College, its employees or agents full authority to seek such medical treatment or other remedy as is deemed necessary during my participation. I agree to release the College and its agent and principals from liability for any actions taken in the pursuit of obtaining care, and to make immediate repayment at the conclusion of the event for any special expense incurred or advanced for the actions taken. I also agree to obtain all recommended inoculations and provide all medical clearances and information as may be required, and to inform the event leadership of any medication, ailment, condition, or injury that may affect my participation.

9. Independent Activity: I acknowledge that there may be time provided for, and I may engage in, personal activities unrelated to the purpose of the Event during the trip. I agree that such activities will be at my sole responsibility and risk and to accept total responsibility for my activities during periods of independent travel and during absence from supervised activities.

10. Behavioral Commitment: I acknowledge that it is important to follow the directions of the Event leadership and I agree to conform during participation to all reasonable standards of conduct, especially those stipulated in the College's Code of Student Conduct and other expectations promoted by the College, its employees or agents to ensure the best interest, harmony, comfort, and welfare of the group and the individual participants in the group. I acknowledge that due to the nature of the program, during such excursions, violations of the Student Handbook or of excursion policies must be reviewed through an abbreviated process and explicitly accept that behavior which is thought to be in violation of College policies or procedures while off-campus will result in the student being notified by a team leader of what behavior is in question and they will have an opportunity to be heard by the leader in response to those allegations. If the behavior is found to be in violation of the established expectations or otherwise

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considered to be detrimental to or incompatible with the interest, harmony and welfare of the College, host entities, other students or the community, interim sanctions may be administered by the program leader (including, but not limited to, limitations on participation, or expulsion from the program and immediate return home at my expense and no refund of fees). I also understand that upon the return of the group, I may face a review of the allegations through the full behavior education allegation resolution process provided for in the Student Handbook with the potential for responsibility to result in further sanction, but I also accept that outcomes rendered upon final review differing from the measures taken while abroad at the discretion of the Event leader shall not be grounds for refund or other restitution.

11. General Financial Commitment: I agree to forfeit all fees paid if I withdraw from the program for any reason whatsoever after I have confirmed my participation and that any reimbursement should the College be able to replace me with another participant shall be at the sole discretion of the College.

12. Insurance: I agree to adhere to the College's requirement that all students be covered by appropriate accident and health insurance and that they be financially responsible for such expenses. I accept that payment for medical expenses are customarily advanced by me with reimbursement being sought later from the insurance carrier. I accept that the College also requires that participants planning to operate a motor vehicle obtain liability and collision insurance with sufficient coverage should they choose to operate a vehicle unless I am explicitly requested to operate a vehicle directly owned, leased or rented by the College for which insurance has been obtained. I also acknowledge that the College recommends that participants insure their property from loss and theft.

13. Enforcement Jurisdiction: I agree that this Agreement shall be construed under the laws of the State of Tennessee and this agreement shall be enforced under the jurisdiction of Greene County, Tennessee, should any dispute arise.

14. Deviation: I acknowledge that if I deviate from any aspect of this Event, such deviation shall be purely voluntary, and I agree that releasees shall not be liable for any injuries resulting or arising out of such deviation.

Understanding that it is my obligation to inform myself about the Event I have chosen to participate in and the associated arrangements and that I have been encouraged to share all the information with my parent(s) or guardian(s) and consult them, I affirm that I have read the foregoing and understanding my obligations for participation in the Sponsored Off-Campus Event, and I voluntarily agree to be bound by the terms and conditions of this Agreement:

_____ Participant

_____ Date

_____ Parent or Guardian (if participant is under the age of 18)

_____ Date

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Medical Information Form

Student's Name: _____

Address: _____ Date of Birth: __/__/____

Driver's License State and Number: _____ Gender: __Male/ __Female

Insurance Carrier Information

Policy Holder's Name _____ Holder's Date of Birth _____

Address _____ Relation to Student _____

City, State, Zip _____ Occupation _____

Insurance Company Name _____

Insurance Company Address/Phone _____ (____) _____

Policy # _____ Plan # _____

Emergency Contacts

Person to Contact First (Parent):

Backup Contact (Relative or Friend):

Name _____

Name _____

Relation to Participant _____

Relation to Participant _____

Daytime Phone (____) _____

Daytime Phone (____) _____

Evening Phone (____) _____

Evening Phone (____) _____

Family Doctor: _____

Phone: _____

Do you require any special accommodations due to medical limitations, disability, dietary constraints or other restrictions? YES____ NO____

If yes, please explain: _____

Do you have any know allergies/sensitivities to any medications? YES__ NO__

Please list: _____

Have you been immunized against Tetanus within the last 3 years? YES__ NO__

Are you on any regular medications, inhalers, antiepileptics or insulin? YES__ NO__

Please give details: _____

Are you allergic to any food products (nuts, etc)? YES__ NO__

Please list: _____

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***Medical Care Proxy Designation
and Authorization for Urgent Care***

Should it become necessary for me to receive medical attention or treatment while participating in a College Sponsored Off-Campus Event and I am unable to provide consent, I hereby appoint the bearer of this instrument as my proxy decision maker to consent to urgent medical care on my behalf. I have the legal right to delegate such consent to the proxy decision maker, who is an adult and legally and medically competent to exercise the authority so delegated. Be advised that patient health information protected by HIPAA or other laws, regulations, or policies may be shared with the proxy to facilitate his/her informed decision making. I further give the selected physician permission to render whatever medical treatment he or she deems necessary and appropriate.

AUTHORIZATION AND RELEASE

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the _____ day of _____, 20_____

Print Signature

If the above named participant is not of the age of legal majority, all legal guardian's must endorse this designation and authorization as well.

Guardian's Name (Print) Guardian's Signature

Guardian's Name (Print) Guardian's Signature

Guardian's Name (Print) Guardian's Signature

Guardian's Name (Print) Guardian's Signature

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College Sponsored Off-Campus Event Emergency Contact Person List

Instructions: This form is to be completed by all participants/travelers, including the Contact Person. A separate form is required for each vehicle. The original of this completed form/s will be given to Campus Safety prior to leaving Tusculum College. A copy of this completed form/s will accompany the student or student group during the Sponsored Off-Campus Event and will be maintained by the Contact Person.

Organization Name: _____

Event Name: _____

Destination: _____

Travel Dates: ____/____/____ to ____/____/____

Name: _____

Emergency Contact Person: _____

Relationship: _____

Address: _____

Home phone: _____ Work phone: _____

Cell phone or pager: _____ Email: _____

Additional contact information: _____

Name: _____

Emergency Contact Person: _____

Relationship: _____

Address: _____

Home phone: _____ Work phone: _____

Cell phone or pager: _____ Email: _____

Additional contact information: _____

Name: _____

Emergency Contact Person: _____

Relationship: _____

Address: _____

Home phone: _____ Work phone: _____

Cell phone or pager: _____ Email: _____

Additional contact information: _____

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Name: _____

Emergency Contact Person: _____

Relationship: _____

Address: _____

Home phone: _____ Work phone: _____

Cell phone or pager: _____ Email: _____

Additional contact information: _____

Name: _____

Emergency Contact Person: _____

Relationship: _____

Address: _____

Home phone: _____ Work phone: _____

Cell phone or pager: _____ Email: _____

Additional contact information: _____

Name: _____

Emergency Contact Person: _____

Relationship: _____

Address: _____

Home phone: _____ Work phone: _____

Cell phone or pager: _____ Email: _____

Additional contact information: _____

Name: _____

Emergency Contact Person: _____

Relationship: _____

Address: _____

Home phone: _____ Work phone: _____

Cell phone or pager: _____ Email: _____

Additional contact information: _____

(Replicate Page as Needed to Allow for Listing of Entire Group's Contact Information)