



ECKERD COLLEGE

SERVICE LEARNING TRAVEL POLICY

1.0 POLICY STATEMENT 3
2.0 PURPOSE 3
3.0 DEFINITIONS 3
4.0 PLANNING 3
5.0 TRANSPORTATION 4
6.0 SAFETY ISSUES AND CONCERNS 5
7.0 PERSONAL LIABILITY AND RESPONSIBILITY..... 5
8.0 INFORMED CONSENT 5
APPENDIX A..... 6

1.0 POLICY STATEMENT

Off-campus Service Learning provides valuable experiences and is an integral part of the College's educational activities. The College encourages such experiences when appropriate. On all Service Learning outings, the safety and well-being of participants must be a primary concern.

2.0 PURPOSE

This policy is designed to assist members of the Eckerd College community with understanding the various degrees of risks associated with the driver selection process for a Service Learning trip. While it is acknowledged that other forms of travel are frequently employed on Service Learning trips, this policy focuses strictly on those involving automobiles.

In performing the requisite hours of Service Learning, students will inevitably be involved in travel away from the Eckerd College campus. That travel may involve more than one person as the student(s) embark on a journey of development through the coordination of service to the College, to the Church, and to the community.

3.0 DEFINITIONS

The term Service Learning refers to a journey away from the Campus of Eckerd College involving more than one student, for the purpose of volunteer and service related activities. The office of Service Learning is to serve as the principal coordinating office working with students in support of volunteer and service related activities and to foster and enhance the commitment to service by Eckerd students. While some students may pursue course related travel under slightly different circumstances as noted below, this Policy focuses on the off-campus travel that involves more than one student.

Important Note: It is understood and acknowledged that a student may be required to perform up to 30-40 hours of service learning (community service), followed by a written paper related to his/her experience, in order to satisfy the requirements of a given course. This Policy does not include those individual students and their course related travel. Please see specific travel information in the Field Trip Policy.

Trip Coordinator refers to the faculty, staff member, or student who is in charge of the Service Learning.

Alert Driving - The Alert Driving Training Program is offered on-line by The Educational & Institutional Insurance Administrators, Inc. (EIIA), the College's insurance and risk management advocate. The Alert Driving program delivers an on-line 20-minute defensive driver session.

4.0 PLANNING

- 4.1 Eckerd College must be aware of all Service Learning and when its faculty, staff and students are off campus on College business. Agendas, rosters, waivers and vehicle information for all Service Learning trips involving the use of vehicles must be filed with the College's Risk Manager. It is preferred that this information be provided prior to the student(s) leaving campus. However, it is understood that this is not always possible. Under those circumstances, the drivers of the vehicles must stop at the Guard Shack at the front gate and drop off an envelope containing the requisite information, to be delivered to the Risk Manager's office. This information will help to keep the Risk Manager informed in the event of any incident that requires coordination of a response from medical providers to insurance company.
- 4.2 Trip Coordinators must report any deviation from the agenda immediately to the Office of Risk Management.
- 4.3 The Trip Coordinator needs to consider several items when planning a Service Learning:
 - a) Identify any special requirements for participation on the trip—special skills, fitness certification, etc., as well as any hazards or dangers on the trip or at the site which might affect the health and safety of the participants.
 - b) Obtain departmental or Chair approval where appropriate.
 - c) Students must advise the Trip Coordinator of any special disabilities, problems, or needs that may need to be accommodated.
 - d) Consider the need for special clothing or equipment that may be needed because of weather or other conditions.
 - e) Determine transportation needs—reservation of vehicles, authorization of drivers, and the need for site supervision.
 - f) Plan for emergencies—theft, illness, vehicle emergencies, weather delays, student misconduct or threats to the safety of others, and telephone numbers of Director of Service Learning and/or the Dean of Students.

5.0 TRANSPORTATION

- 5.1 If College vehicles are not available or do not meet the needs of the trip, students should determine amongst themselves (faculty or staff members should not facilitate) which students will drive the other students to the Service Learning location. This is applicable to short distance trips (less than 60 miles) and long distance trips (over 60 miles). Students who choose to drive to the Service Learning project site assume all of the risks and are requested to sign the *Informed Consent and Assumption of Risk Form* found in Appendix A.
- 5.2 If the Trip Coordinator chooses to have students drive a College vehicle (owned or rented) to the Service Learning location, the student must be an institution-approved driver. This means that the student has completed a driver-training course and has provided a valid driver's license to the College's Risk Manager.
- 5.3 The institution reserves the right to check student driver records when needed.
- 5.4 Rented vehicles should be rented under the name of Eckerd College and the individual drivers. The driver should not purchase insurance offered by the rental

agency. The College offers physical damage (comprehensive and collision) insurance coverage. Rented vehicles must be arranged by the Trip Coordinator of the Service Learning, and not by the participating students.

- 5.5 The Trip Coordinator should contact the Office of Risk Management at 8311 to request an insurance identification card.
- 5.6 Faculty or staff may drive their personal vehicles. However, the owner of the vehicles must have automobile liability insurance. The vehicle owner is responsible for any loss or damage in the event of an accident.

6.0 SAFETY ISSUES AND CONCERNS

- 6.1 Communicate information to students in advance regarding schedules, departure locations, route, rest, and meal stops, lodging, emergency procedures, protocol for problems, and rules of conduct.
- 6.2 Familiarize students with the site and their surroundings. The Trip Coordinator should warn students of any known hazards at the Service Learning site. The Trip Coordinator must exercise ordinary care to supervise students while participating in a Service Learning conducted by the College.
- 6.3 Faculty, staff, and students must comply with College policies during Service Learning, just as they would on campus.
- 6.4 Instructional activities and settings during class time shall conform to College policies, including policies on alcohol and drug use, vehicle use, student misconduct, academic integrity and freedom, sexual harassment and discriminatory harassment.

7.0 PERSONAL LIABILITY AND RESPONSIBILITY

- 7.1 Faculty and staff have no special duty to protect adult students from their own voluntary actions. All applicable College policies, including those relating to student conduct, will be enforced during the trip.
- 7.2 Faculty and staff are personally liable for their own personal activities, and may be liable for actions which are outside the scope of employment.

8.0 INFORMED CONSENT

The College acknowledges its obligation to ensure compliance with all applicable federal and state statutes and all applicable College policies and procedures including, but not limited to, the *Personnel Manual*, *Shared Commitment*, the *Honor Code*, and the *Student Code of Conduct*. The Trip Coordinator is responsible for enforcing compliance with College policies by those participating in any Service Learning. Students are required to sign an *Informed Consent and Assumption of Risk Form* before participating in the Service Learning to establish their understanding of any dangers and awareness of their responsibility associated with their own safety.

The Informed Consent and Assumption of Risk Form must be specific to each trip. Some classes may take frequent trips and in such cases, an informed consent form about class activities may be appropriate in lieu of a form per trip.

APPENDIX A

Informed Consent and Assumption of Risk Form

This form needs to be signed by all students, guests, and other non-employees participating in domestic Service Learning/Domestic Travel. Students under the age of 18 are required to obtain a signature from a parent or legal guardian.

(INSERT NAME OF SERVICE LEARNING/DOMESTIC TRAVEL)
**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

I, the undersigned ("Participant"), hereby acknowledges that I have voluntarily applied to participate in the following Service Learning/Domestic Travel trips _____ ("Service Learning/Domestic Travel"), to be held in and around _____ (insert location), on or about _____ (insert date(s)). In consideration for being permitted by ECKERD COLLEGE to participate in the Service Learning/Domestic Travel, I hereby acknowledge and agree:

MY CONDUCT: On the Service Learning/Domestic Travel, I agree to be mindful for my own safety, to maintain a personal awareness of my surroundings, to use discretion and caution in unfamiliar areas, to be respectful of the environment, to conduct myself in accordance with ECKERD COLLEGE'S policies and procedures, and to abide by all the rules and requirements of the Service Learning/Domestic Travel. ECKERD COLLEGE has the right to terminate my participation in the Service Learning/Domestic Travel if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Service Learning/Domestic Travel, or for any other reason in ECKERD COLLEGE'S discretion. Failing to follow rules of the Service Learning/Domestic Travel, staff directors, or the Student Code of Conduct may result in disciplinary action.

ASSUMPTION OF RISK: I understand participation in the Service Learning/Domestic Travel necessarily involves known and unknown risks, including (1) injury to me which includes, but is not limited to, serious personal injuries, illness, or disease; (2) my death; and (3) damage to my personal property or the property of other third parties. These risks are assumed by me during transportation to and from ECKERD COLLEGE via private vehicle, common carrier and/or ECKERD COLLEGE owned vehicle, during participation in the events of the Service Learning/Domestic Travel, during overnight accommodations, during inclement weather conditions, and as a result of latent or apparent defects in equipment, facilities or property conditions, and passive or negligent acts of myself, ECKERD COLLEGE, ECKERD COLLEGE employees, and property owners. I understand that the above list of risks is not complete or exclusive and that those and other risks, known and unknown, anticipated or unanticipated, may also result in injury, death, or damage to my personal property or the property of other third parties. I agree and promise to accept my conduct responsibilities as outlined above, and the risk of injury or death to myself and damage to my property or the property of others arising from my participation in the Service Learning/Domestic Travel. ECKERD COLLEGE cannot and does not guarantee my safety. **I THEREFORE ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE SERVICE LEARNING/DOMESTIC TRAVEL, EVEN IF**

THEY ARISE FROM THE NEGLIGENCE OF ECKERD COLLEGE, ECKERD COLLEGE EMPLOYEES, PROMOTORS OR PROPERTY OWNERS, BOTH KNOWN AND UNKNOWN, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE SERVICE LEARNING/DOMESTIC TRAVEL.

RELEASE OF LIABILITY: By signing this release, I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE ECKERD COLLEGE**, its employees, agents, volunteers, and any students (hereinafter referred to as "Releasees") for any and all liability, claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage, or death that I may suffer as a result of my participation in the Service Learning/Domestic Travel, **REGARDLESS OF WHETHER THE INJURY, PROPERTY DAMAGE, OR DEATH IS CAUSED BY THE RELEASEES, AND REGARDLESS OF WHETHER THE INJURY, PROPERTY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE SERVICE LEARNING/DOMESTIC TRAVEL, OR ANY ACTIVITY RELATED TO THE SERVICE LEARNING/DOMESTIC TRAVEL, OCCURS OR IS BEING CONDUCTED.**

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees) arising from any injury, property damage, or death that I may suffer as a result of my participation in the Service Learning/Domestic Travel.

MEDICAL CARE. I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Service Learning/Domestic Travel.

FITNESS TO PARTICIPATE: I am physically and mentally fit to participate in the Service Learning/Domestic Travel. I do not have any history of a medical condition that could be aggravated by my participation in this particular Service Learning/Domestic Travel.

MEDICAL CONSENT: I understand and agree that ECKERD COLLEGE is not responsible for my health and medical care. However, I hereby grant ECKERD COLLEGE full authority to take, or not to take, in its sole discretion, whatever actions it may consider warranted under the circumstances for my health and safety during my participation in the Service Learning/Domestic Travel, and I hereby release ECKERD COLLEGE employees from any liability for any such decisions or actions as may be taken in connection therewith.

The authority granted in the preceding sentence shall include the right (in the sole discretion of ECKERD COLLEGE) to place me, at my own expense, and without any further consent, in a hospital for medical services and treatment, or if no hospital is readily accessible, to place me in the care of a local medical doctor for treatment. I understand and agree that Releasees assume no responsibility for any injury or death which might arise out of or in connection with such authorized emergency medical treatment.

PHOTO RELEASE: I hereby grant ECKERD COLLEGE permission to use my likeness in photographs taken as a part of the Service Learning/Domestic Travel in any and all of its publications, including website entries, without payment or any other consideration. These materials will become the property of ECKERD COLLEGE and will not be returned.

I hereby irrevocably authorize ECKERD COLLEGE to edit, alter, copy, exhibit, publish, or distribute these photographs for purposes of publicizing ECKERD COLLEGE'S programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copies, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising from or related to such use of the photographs.

I hereby hold harmless and release and forever discharge ECKERD COLLEGE from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

FLORIDA LAW GOVERNS: This Agreement shall be construed in accordance with the laws of the State of Florida.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions of this Agreement shall not be affected thereby.

I HAVE READ THIS AGREEMENT BEFORE SIGNING BELOW AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES AN ASSUMPTION OF RISK, RELEASE OF LIABILITY, AN AGREEMENT TO INDEMNIFY THE RELEASEES, AND A PHOTO RELEASE. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Signature of Participant

_____/_____/_____
Date of Birth

_____/_____/_____
Today's Date

Printed Name

Cell Phone #: _____

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

I CERTIFY THAT I, AS A PARENT OR GUARDIAN WITH LEGAL RESPONSIBILITY FOR THE ABOVE NAMED PARTICIPANT, CONSENT TO AND RATIFY PARTICIPANT'S RELEASE OF ECKERD COLLEGE, ITS EMPLOYEES, AND AGENTS, VOLUNTEERS AND ANY STUDENTS FROM ALL LIABILITY. FOR MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO MY MINOR CHILD'S PARTICIPATION IN THE SERVICE LEARNING/DOMESTIC TRAVEL, EVEN IF ARISING FROM THE NEGLIGENCE OF ECKERD COLLEGE, ITS EMPLOYEES, PROMOTORS OR PROPERTY OWNERS, BOTH KNOWN OR UNKNOWN, TO THE FULLEST EXTENT PERMITTED BY LAW. I HAVE READ THIS RELEASE OF LIABILITY, UNDERSTAND IT, AND FULLY AGREE TO ITS PROVISIONS.

Signature of Parent or Guardian

_____/_____/_____
Today's Date

Printed Name of Parent or Guardian