

CATHOLIC MUTUAL GROUP

FIELD TRIP RISK MANAGEMENT INFORMATION

OVERVIEW

The purpose of the enclosed information is to provide sample forms and procedures to minimize the exposures created by participation in field trips.

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- I. Field Trip (Statement of Policy)
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Remember that these forms are only samples or drafts that can be adapted for use in your particular Diocese. Review by legal counsel is recommended to ensure that wording is appropriate and valid in your jurisdiction.

Thank you for your interest and concern regarding these important issues. If you have any questions or need additional information, please feel free to call the Risk Management Department at (800) 228-6108.

FIELD TRIP

STATEMENT OF POLICY

The (Arch)Diocese of _____ and/or _____ School recognizes the importance and value of trips for educational field study and approves of these visits to places of cultural or educational significance to further enrich the lessons of the classroom. This policy permits principals and/or assistants/vice principals to approve of field trips during normal school hours on a single school day. However, if out-of-state field trips, or any field trips to foreign countries are planned, these must have the ultimate approval of the (Arch)Diocese and/or school board. The following regulations should be taken into consideration when any field trips are being planned. They are as follows:

1. Adequate supervision by qualified adults, including one or more employees of the (Arch)Diocese and/or school.
2. Waivers by all adults and all parents/guardians of students taking any field trip of all claims against the (Arch)Diocese and/or the school for injury, accident, illness or death occurring during, or by reason of the field trip.
3. Proper insurance for students, personnel, and equipment. Any children and chaperons registering for a field trip should be able to show evidence of medical/health insurance for any accidents/bodily injury sustained on a field trip. If necessary, group accident insurance can be tailored and written on an event-specific basis. Please consult your Member Services Representative at Catholic Mutual Group if you have any questions. In addition, anyone bringing special equipment or gear from home for the benefit of the field trip should be advised that they are responsible for providing insurance in the event of damage, theft or other unforeseen circumstances.
4. If a fee is charged for the field trip, a contingency should be made for any student member who cannot afford the trip. Ideally, a student(s) should not be excluded because of lack of funds.
5. Inclusion of a proper first aid kit and fire extinguisher.
6. Permission in a written form from each student's parent or legal guardian to provide medical treatment if necessary.

Finally, to insure the desired outcome of such field trips, teachers should prepare the students for the place that is to be visited and the things that are to be seen. Additionally, an advance visit should be made to the site of the field trip by the teacher so that any and all unforeseen circumstances, situations, and/or events could be properly planned for; so that any difficulties would be minimized.

FIELD TRIP

ADULT LIABILITY WAIVER

In addition to the Field Trip Health Information/Release form, each adult participant, including group leaders and chaperons, must sign this form.

RELEASE OF LIABILITY

I, _____, agree on behalf of myself, my heirs, assigns,
Full Name
executors, and personal representatives, to hold harmless and defend
_____, its officers,
Parish (Arch) Diocese
directors, agents, employees, or representatives associated with the field trip
from any and all liability claims, loss or damage arising from or in connection
with my participation in the field trip.

Signature

Date

Print name

ADULT HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH: _____

ACTIVITY PARTICIPANT OR FACILITY USER: _____

DATES OF ACTIVITY OR USAGE: _____

TYPE OF ACTIVITY OR USAGE: _____

The above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named ACTIVITY PARTICIPANT OR FACILITY USER or any of their agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above named ACTIVITY OR USAGE at the above named PARISH.

Additionally, the above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of the above mentioned ACTIVITY OR USAGE which takes place during the above identified DATE(S) OF ACTIVITY OR USAGE that is brought against the PARISH by the above named ACTIVITY PARTICIPANT OR FACILITY USER or their family members whether such claim arises from the alleged negligence of the PARISH, its employees or agents or ACTIVITY PARTICIPANT or FACILITY USER'S negligence. If any portion of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: _____

NAME (Please Print): _____

DATE: _____

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ADULT HOLD HARMLESS/INDEMNITY AGREEMENT

Ideally, individuals utilizing parish premises for activities that are neither parish sponsored nor affiliated, should be providing the parish with a certificate of insurance naming the parish and the Arch/Diocese as an additional insured. However, in certain instances when groups or individuals do not have insurance, the Adult Hold Harmless/Indemnity Agreement can be used. The Adult Hold Harmless/Indemnity Agreement has not been designed to be a replacement for insurance, but has been developed only for certain situations. Specifically, the Adult Hold Harmless/Indemnity Agreement must be utilized for the following situations that are often encountered by parishes:

1. Adult Athletic Participation - Adults who use or rent the parish gym for "non-parish sponsored" basketball or volleyball must sign the Adult Hold Harmless/Indemnity Agreement. It is not adequate to have one representative of a sports group sign an agreement. Each individual must sign an agreement for the contracts to be valid. Please note that a new agreement does not have to be obtained for each usage of the gym if the gym is being utilized on a seasonal basis. Instead, the parish may obtain one signed agreement per individual, per season.
2. Craft Fairs - Considering that a parish craft fair usually involves a large number of craft vendors, it is impossible to obtain a certificate of insurance from each vendor. Instead, an Adult Hold Harmless/Indemnity Agreement should be distributed with the craft vendors' registration material for the vendor to sign. A craft vendor who does not sign an Adult Hold Harmless/Indemnity Agreement should not be allowed to participate in your parish's craft fair.
3. Other Small Groups - In rare instances, the Adult Hold Harmless/Indemnity Agreement can be used for very small groups that do not have liability insurance. Similar to the adult athletic participation, in these cases an Adult Hold Harmless/Indemnity Agreement must be obtained from each individual of each group who utilizes parish facilities. When dealing with large groups, it is not feasible to have each group member sign an agreement. Considering this, large groups must sign the Facility Usage/Indemnity Agreement, which requires insurance.

The Adult Hold Harmless/Indemnity Agreement is a legal contract between your parish and the individual who signs the agreement. The agreement will effectively bar the signer of the agreement from making a claim against the parish. Please note that the Adult Hold Harmless/Indemnity Agreement is only valid when the signer is at least 18 years of age. The parish should not alter the agreement in any way as an alteration could result in nullifying the legality of the agreement. Original copies of signed Adult Hold Harmless/Indemnity Agreements should be kept in parish files for at least two years. Injuries and accidents are often not promptly reported, necessitating the need for original copies to be maintained.

PARENTAL/GUARDIAN CONSENT FORM AND LIABILITY WAIVER

FIELD TRIP

Participant's name: _____
Birth date: _____ Sex: _____
Parent/Guardian's name: _____
Home address: _____
Home phone: _____ Business phone: _____
I, _____ grant permission for my child, _____

Parent or guardian's name

Child's name

to participate in this parish event that requires transportation to a location away from the parish site. This activity will take place under the guidance and direction of parish employees and/or volunteers from _____.

Name of parish

A brief description of the activity follows:

Type of event: _____
Date of event: _____
Destination of event: _____
Individual in charge: _____
Estimated time of departure and return: _____
Mode of transportation to and from event: _____

As parent and/or legal guardian, I remain legally responsible for any personal actions taken by the above named minor ("participant").

I agree on behalf of myself, my child named herein, or our heirs, successors, and assigns, to hold harmless and defend _____, its
Name of Parish
officers, directors, employees and agents, and the Arch/Diocese of _____, its employees and agents, chaperons, or representatives associated with the event, from any claim arising from or in connection with my child attending the event or in connection with any illness or injury (including death) or cost of medical treatment in connection therewith, and I agree to compensate the parish, its officers, directors and agents, and the Arch/Diocese of _____, its employees and agents and chaperons, or representative associated with the event for reasonable attorney's fees and expenses which may incur in any action brought against them as a result of such injury or damage, unless such claim arises from the negligence of the parish/diocese.

Signature: _____ Date: _____

MEDICAL MATTERS: I hereby warrant that to the best of my knowledge, my child is in good health, and I assume all responsibility for the health of my child. (Of the following statements pertaining to medical matters, sign only those that are applicable.)

Emergency Medical Treatment: In the event of an emergency, I hereby give permission to transport my child to a hospital for emergency medical or surgical treatment. I wish to be advised prior to any further treatment by the hospital or doctor. In the event of an emergency, if you are unable to reach me at the above numbers, contact:

Name & relationship: _____
Phone: _____ Family doctor: _____ Phone: _____
Family Health Plan Carrier: _____ Policy #: _____
Signature: _____ Date: _____

Other Medical Treatment: In the event it comes to the attention of the parish, its officers, directors and agents, and the Arch/Diocese of _____, chaperons, or representatives associated with the activity, that my child becomes ill with symptoms such as headache, vomiting, sore throat, fever, diarrhea, I want to be called collect (with phone charges reversed to myself).

Signature: _____ Date: _____

Medications: My child is taking medication at present. My child will bring all such medications necessary, and such medications will be well-labeled. Names of medications and concise directions for seeing that the child takes such medications, including dosage and frequency of dosage, are as follows: _____

Signature: _____ Date: _____

No medication of any type, whether prescription or non-prescription, may be administered to my child unless the situation is life-threatening and emergency treatment is required.

Signature: _____ Date: _____

I hereby grant permission for non-prescription medication (i.e. non-aspirin products such as acetaminophen or ibuprofen, throat lozenges, cough syrup) to be given to my child, if deemed appropriate.

Signature: _____ Date: _____

Specific Medical Information: The parish will take reasonable care to see that the following information will be held in confidence.

Allergic reactions (medications, foods, plants, insects, etc.): _____

Immunizations: Date of last tetanus/diphtheria immunization: _____

Does child have a medically prescribed diet? _____

Any physical limitations? _____

Is child subject to chronic homesickness, emotional reactions to new situations, sleepwalking, bedwetting, fainting? _____

Has child recently been exposed to contagious disease or conditions, such as mumps, measles, chicken pox, etc.? If so, list date and disease or condition: _____

You should be aware of these special medical conditions of my child: _____

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The following "Questionnaire for Employees and Volunteers" should be used to supplement your (Arch) Diocesan policy requirements for compliance with the *Charter for the Protection of Children and Young People*. It should be completed by all employees, volunteers, group leaders, chaperons, and drivers that are participating in any type of field trip.

QUESTIONNAIRE FOR EMPLOYEES AND VOLUNTEERS

This form must be completed by all employees, volunteers, group leaders, chaperons, and drivers.

Name:	_____	_____	_____
	Last	First	Middle
Address:	_____		
	Street		
	_____	_____	_____
	City	State	Zip
Telephone:	_____		_____
	Home	Business	

Sexual misconduct by personnel (including officers, employees, lay volunteers, clerics, and religious personnel) of the (Arch) Diocese of _____ while performing the work of the (Arch)Diocese of _____ is contrary to Christian principles and is outside the scope of the duties and employment of all personnel.

Therefore, all personnel who are involved in the field trips must answer the following questions:

Has a civil or criminal complaint ever been filed against you alleging drug, alcohol, physical or sexual abuse or misconduct? Yes_____ No_____

If yes, give a short explanation of the complaint. (Please indicate the date, nature, and place of the incident leading to the complaint, where the complaint was filed, and the disposition of the complaint).

Have you ever terminated your employment or had your employment terminated for reasons relating to allegations of drug, alcohol, physical or sexual abuse or misconduct? Yes_____ No_____

If yes, give a short explanation of the allegations. (Please indicate the date, nature, and place of the allegations, the dispositions of the allegations, and your employer at the time (including your employer's name, address, and telephone number.) _____

Have you ever received any medical treatment, physical or psychological, for reasons involving drug, alcohol, physical or sexual abuse or misconduct? Yes_____ No_____

If yes, give a short description of the treatment, including date(s), nature, and location(s), identifying the treating physician with name, address and telephone number.

List three persons who can provide character references relating to your fitness for working with young people. These should not be family members or past or present employers.

Name: _____ Home phone: _____

Street Address: _____

City/State/Zip: _____

Name: _____ Home phone: _____

Street Address: _____

City/State/Zip: _____

Name: _____ Home phone: _____

Street Address: _____

City/State/Zip: _____

The information provided in this form is correct to the best of my knowledge. I understand that in signing this document, I authorize verification of this information through communication with any person or organization named herein. I release from liability any person or organization which provides such information, as well as the (Arch)Diocese of _____ and the Parish of _____.

Print name

Signature

Date

FIELD TRIP

TRANSPORTATION POLICY

Commercial carrier or contracted transportation is the most desirable method to be used for field trips and, whenever possible, this mode of transportation should be provided. The use of private passenger vehicles is discouraged and should be avoided if at all possible. If commercial carriers are used (e.g., commercial airlines, trains, or buses) no further information is required. However, if transportation is contracted, signed contracts should be executed with an appropriate hold harmless agreement protecting the parish and the (Arch)Diocese. Also, contracted carriers should provide proof of insurance with minimum limits of liability of \$2,000,000 CSL (Combined Single Limit).

Leased Vehicles

If a vehicle is leased, rented, or borrowed to transport participants to and from the event, appropriate insurance should be obtained. Coverage can be purchased through the rental company or your local agent. If auto coverage is provided through Catholic Mutual, contact should be made with your Member Services Representative.

COVERAGE CANNOT BE AUTOMATICALLY ASSUMED FOR LEASED, RENTED, OR BORROWED VEHICLES.

Private Passenger Vehicles

If a private passenger vehicle must be used, then the following information must be supplied and this information must be certified by the driver in question.

1. The driver must be 21 years of age or older.
2. The driver must have a valid, non-probationary driver's license and no physical disability that could in any way impair his/her ability to drive the vehicle safely.
3. The vehicle must have a valid and current registration and valid and current license plates.
4. The vehicle must be insured for the following minimum limits: \$100,000 per person/\$300,000 per occurrence.

A signed **Driver Information Sheet** for each driver must be obtained prior to the field trip.

Each driver and/or chaperon should be given a copy of the approved itinerary including the route to be followed and a summary of his/her responsibilities.

Distance Limitations (For non-contracted transportation)

1. Daily maximum miles driven should not exceed 500 miles per vehicle.
2. Maximum number of consecutive miles driven should not exceed 250 miles per driver without at least a 30 minute break.

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DRIVER INFORMATION SHEET

Driver

Name _____ Date of Birth _____
Address _____ Social Security # _____
_____ Phone # _____
Driver's License # _____ Date of Expiration _____

Vehicle That Will Be Used

Name of Owner _____ Model of Vehicle _____
Address of Owner _____ Make of Vehicle _____
_____ Year of Vehicle _____
License Plate # _____ Date of Expiration _____
Registration Expiration Date _____

If more than one vehicle is to be used, the aforementioned information must be provided for each vehicle.

Insurance Information

When using a privately-owned vehicle, the insurance coverage is the limit of the insurance policy covering that specific vehicle.

Insurance Company _____ Policy # _____
Date of Policy Expiration _____ Liability Limits of Policy* _____

(*Please note: The minimal, acceptable liability limit for privately-owned vehicles is \$100,000/\$300,000)

In order to provide for the safety of our students or other members of the parish and those we serve, we must ask each volunteer driver to list all accidents or moving violations they have had in the past five years:

Please be aware that as a volunteer driver, your insurance is primary. There is a policy that would offer additional liability protection should a claim exceed the limits of your policy.

Certification

I certify that the information given on this form is true and correct to the best of my knowledge. I understand that as a volunteer driver, I must be 21 years of age or older, possess a valid driver's license, have the proper and current license and vehicle registration, and have the required insurance coverage in effect on any vehicle used to transport students.

Signature

Date