

Separation From Group Travel Instructions

There is no formal policy regarding a student traveling on his/her own instead of traveling with the group/class/team to or from a scheduled event or activity. However it has historically been expected that a student travel with the group to and from an event. A few years ago guidelines were established to address this kind of situation, and a standard Waiver has been created to use.

Below are guidelines, followed by the standard Waiver. The guidelines are intended to allow for customizing to the specific situation if a department determines that this exception is to be permitted. The standard Waiver should not be modified, except as indicated. Please note that certain information must be collected prior to approval, and signatures of the approving individual and the student are required.

Guidelines/Requirements:

- Special travel arrangements should be discussed and approved before the start of the planned Experience.
- At conclusion of event / at a specified time and place (figure out what will work best) student must confirm to bus chaperone/university employee that he/she will indeed not be returning on the bus to Xavier with the group.
- Consider how to handle any luggage or personal items the student has stowed on the bus or with him/her on the trip. Include details in the box on the first page of the standard Waiver.
- By signing the standard Wavier, the student will agree that he/she is solely responsible for him/herself (before meeting up with the group/after departing from the group) and will acknowledge that Xavier relinquishes all responsibility for the student's travel and safety at the conclusion of the event and/or at the confirmed time of separation so be sure to include sufficient details in the box on the first page of the standard Waiver.
- The standard Waiver AOR 110 should be executed by the student and should be signed (in the block on the first page, where indicated) by the university employee approving the divergent travel.
- At departure, student must report to bus chaperone/university employee and identify him/herself and the approved special arrangements.
- This student should not drive any other students or staff in his/her car. Also, the supervisor should document directions to the accompanying supervisor or coach that if the student is injured or has any appearance of incapacity or fatigue, he/she should not be allowed to drive.
- The group chaperone/university employee should document the date/time of the student's departure from the group. This can be written directly on the student's signed standard Waiver or elsewhere. Having the student sign off on this documentation at the time of departure is a good idea, but is optional.

WAIVER AND RELEASE OF LIABILITY AGREEMENT

Separation from Group Travel

[To be signed when an individual's travel arrangements are different than the group's arrangements.]

Name: _____

Banner ID: _____

Role *[Xavier Student, Xavier employee, or Xavier faculty member]*: _____

Activity, program, event, or trip (the "Experience"): _____

Location *[where the Experience will take place]*: _____

Date(s) of Experience: _____

Description of divergent travel, including dates, mode of transportation, and arrangements:

Divergent Travel Approved By (Print Name, Title): _____

Divergent Travel Approved By (Signature): _____

- I. **Participation Acknowledgement.** I am participating in this Experience, which is occurring off-campus at or in the Location listed above.
- II. **Divergent Travel.** I have made my own travel arrangements, described above, that result in my travel to or from the Experience being different than the travel arrangements that have been made on behalf of those participating in this Experience ("My Divergent Travel"). I acknowledge that this Divergent Travel will result in me being separated from the group that is participating in this Experience.
- III. **Assumption of Risks.** I realize that there may be inherent risks to my health or wellbeing as a result of my participation in this Experience, which Xavier cannot anticipate, change or improve. Such risks include but are not limited to any risk inherent in this type of Experience, inexperience, or unfamiliarity with this type of Experience or its requirements, unfamiliarity with the Location(s), travel to, from and around the Location(s), unfamiliarity with laws, culture or customs, unfamiliarity with work environment conditions or requirements, riot, violence, terrorism, exposure to sickness or disease including the novel coronavirus COVID-19, allergic reaction, contaminated food or water, unfamiliar climate, complications from weather conditions, inadequate or unavailable healthcare facilities or assistance, inadequate, faulty, inappropriate or lack of training or instruction, inadequate, faulty, inappropriate or lack of equipment, accident, or mistake. I recognize that these risks may result in inconvenience, loss, injury, or damage to me, including personal injury, up to and including my death, or damage or loss of my personal property.
- IV. **Waiver of Liability:** I understand and agree that Xavier does not assume responsibility or liability for and has not made, does not make, and cannot make any representations whatsoever regarding my personal health and safety or that of my property while engaging in My Divergent Travel. **I release Xavier from all claims, including negligence that may arise from participating in My Divergent Travel, whether foreseen or unforeseen, known or unknown and I assume full responsibility for any injuries, damages, or losses that may arise out of my participation in My Divergent Travel, up to and including death.**

- V. **Misc. Provisions:** I understand that “Xavier University” means Xavier University, all past and present directors, trustees, officers, employees, insurers, attorneys, and any other party associated with Xavier University. This Agreement shall be construed in accordance with the laws of the State of Ohio. Should any portion of this Agreement be held invalid, the remaining portion shall not be affected and shall continue to be valid and enforceable. I acknowledge that this Agreement shall bind me as well as each of my family members, heirs, executors, administrators, personal representatives, dependents, successors and assigns.
- VI. **Acknowledgment:** I acknowledge that I have read the instructions for completing this Agreement. I certify that I have read and understand this Agreement, and I freely sign it, acknowledging the significance and consequences of doing so. I also acknowledge that I have had all my questions answered to my satisfaction regarding this this Experience, My Divergent Travel, and this Agreement.

By signing below, I assert that I am at least 18 years of age. If I am not yet 18 years of age, I understand that my parent or legal guardian must also sign below before I may participate in this Experience.

- ☐ I am 18 years of age or older.
- ☐ I am not 18 years of age or older.

Student’s Signature

Date

If under 18, parent or guardian MUST complete this section:

Printed Name: _____

Signature: _____

Date: _____

Relationship: _____

Address: _____

Phone Number: _____

E-mail: _____