

## FLORIDA ATLANTIC UNIVERSITY

### Division of Student Affairs

#### STUDENT CODE OF CONDUCT:

The following policy applies to all persons traveling to meetings, conferences, retreats, athletic events, humanitarian or community service missions, or other travel activities (referred to herein as “trips”) using Florida Atlantic University funds or as a member of an FAU recognized student organization. This policy applies whether this travel is within the counties served by FAU or to an external destination. Individuals not signing this policy will not be approved for travel.

The Division of Student Affairs stresses the importance of individual and student organization responsibility pertaining to the use of alcohol/drugs. Neither alcoholic beverages nor non-prescription drugs may be transported or consumed during trips. The use of alcohol/drugs during trips will not be tolerated.

In addition, the sponsoring student organization and individuals will be held responsible for their actions during their travels. Abuse of alcohol/drugs or other irresponsible behavior can adversely affect the status of the organization and student status for future travel plans when these lapses in judgment are foreseeable and preventable by the officers and others attending the event. The Division of Student Affairs expects such situations to be reported to the student organization advisor and Dean of Students Office immediately.

I understand that when I travel using Florida Atlantic University funds or as a member of an FAU recognized student organization, I may be spending student or university funds entrusted to the Division of Student Affairs, Student Government, and student organizations. I accept the responsibility to be a good steward of those funds. I also understand that I will be viewed as a representative of Florida Atlantic University, and that my behavior will reflect upon the entire University. I accept the responsibility of being a positive representative of the University.

#### **In light of these responsibilities, I agree to abide by the following policies:**

- I will be familiar with and obey any and all of the rules established for the trip, including the FAU Student Code of Conduct (Regulations 4.007), as well as all professional and behavioral standards of my college or academic program. I will obey all applicable laws, including those that relate to alcohol consumption and illegal drug use and drug-related activities, as further described in Regulation 4.007.
- I will attend all scheduled meetings, conference sessions, and activities related to the travel. I understand that failure to participate in the trip due to last minute

cancellations may result in me having to repay all travel expenditures (if any) made by Florida Atlantic University on my behalf.

- I will not consume alcoholic beverages unless I am 21 years of age or older. I will not abuse alcoholic beverages, regardless of my age, and I will not use illicit drugs. I will not consume alcoholic beverages, regardless of my age, if such use is banned by my advisor or organizational leadership.
- I will operate motorized vehicles legally and responsibly. I will drive within the posted speed limits, wear a seat belt and require passengers to do the same in accordance with the laws of the state in which I am traveling. I will not operate a vehicle if I have consumed any alcohol and will not allow alcohol, illicit drugs or weapons in the vehicle. I will operate only motorized vehicles for which I have a current, unrestricted license and will only use vehicles that are properly licensed and with current motor vehicle inspections. I will provide a copy of their license and automobile insurance prior to departure.
- I will not spend money or make monetary commitments on behalf of the organization or the University without following proper procedures.
- I will not provide transportation to persons not approved for travel.
- I will dress appropriately for the setting. I will interact professionally and responsibly with other participants at the event.

**I also understand that it is the responsibility of everyone traveling to uphold these policies. If I violate them, the advisor and/or the most senior member of the organization present may take steps to protect the reputation of the University and mitigate its liability. Those steps may include:**

- Requiring that I return to campus prior to the end of the trip at my own expense;
- Banning me from further participation in the trip; and
- Referring me to the Office of Associate Vice President and Dean of Students.

**If I am referred to the Office of Dean of Students, I understand that I may be subject to student code of conduct actions and sanctions for breach of professional or behavioral standards of my college or academic program, including but not limited to:**

- Requiring that I repay travel expenditures (if any) made by FAU prior to travel, including but not limited to, the cost of travel (airline tickets and/or share of vehicle rental/fuel; prepaid accommodation expenses, conference fees, etc.);
- Banning me from recovering out of pocket expenses related to the travel; and
- Disciplining me upon return to campus, which may include but is not limited to:
  - Banning me from future FAU-funded travel;

- Removing me from the student organization and/or leadership in the organization; and
- Adverse action by my college or academic program.

**Emergencies:** In case of a personal emergency I will contact a professional staff immediately. Any additional travel expense done without the prior approval of professional staff will be my responsibility. If I must alter my travel plans due to emergency, I agree to be responsible for all associated costs incurred.

#### RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS

#### ASSUMPTION OF RISKS, AND HOLD HARMLESS AGREEMENT:

In consideration of participating in domestic and international trips and related events (hereinafter referred to as the “Trip”) as a member of the I hereby agree as follows:

Legacy 61: The New Student Experience

I, agree, for myself and my estate, heirs, administrators, executors, and assigns, hereby release and hold harmless the State of Florida, the Florida Board of Governors, the Florida Atlantic University Board of Trustees, and their respective

officers, directors, employees, representatives, agents, and volunteers (collectively, the “Releasees”), from any and all liability and responsibility whatsoever, however caused, for any and all damages, claims, or causes of action that I, my estate, heirs, administrators, executors, or assigns may have for any loss, illness, personal injury, death, or property damage arising out of, connected with, or in any manner pertaining to the Trip, whether caused by my actions or negligence or the actions or negligence of the Releasees or any third parties or otherwise.

I fully understand that there are potential risks and hazards associated with the Trip and its related travel, including, but not limited to, possible injury or loss of life. I further understand that while on the Trip, I will be visiting locations and interacting with persons that are not associated with or under the control or supervision of the Releasees. I also understand that the Releasees are not hosting, sponsoring, organizing or endorsing the Trip and that my participation in the Trip is solely as a member of the Legacy 61: The New Student Experience. Despite the potential risks and hazards associated with the Trip, I wish to (name of student organization) proceed, and freely accept and assume all risks and hazards that may arise from my participation in the Trip and that could result in loss,

illness, personal injury, death, or property damage, whether caused by the negligence of Releasees or any third parties or otherwise.

I further agree to comply with all applicable laws and ordinances, as well as with all Florida Atlantic University ("University") regulations, rules, policies and procedures. I understand that my behavior and conduct must remain consistent with the University Student Code of Conduct and all professional and behavioral standards of my college or academic program. I understand that any consumption of alcoholic beverages must be done in a lawful and responsible manner and in compliance with University policy. I understand that any violations of the University Student Code of Conduct or of any professional or behavioral standards of my college or academic program in any way relating to the Trip may subject me to disciplinary action by the University, including without limitation, loss of privileges and/or dismissal from my college or academic program or the University.

I further hereby agree to defend, indemnify and hold harmless the Releasees from any claim, judgment, settlement, loss, liability, damage, and costs, including court costs and attorney fees at both the trial and appellate levels that Releasees may incur as a proximate result of any act or omission on my part during my participation in the Trip.

I further agree to give the University the right and permission to record my participation and appearance on videotape, audiotape, film, photography or any other medium and to use my name, likeness, voice and biographical information in connection with these recordings. The University may exhibit or distribute all or any part of these recordings for any educational or promotional purpose which the University and its employees deem appropriate. All such recordings shall be the University's property.

I will assume responsibility for all costs incurred by me on the Trip, including medical care, if needed. I understand I must be healthy and reasonably fit in order to safely participate in the Trip. In the event that I am rendered unable to communicate due to illness, accident, or emergency while participating in the Trip, I hereby give permission to a physician selected by the Trip's personnel to hospitalize, secure proper treatment for, and to take whatever medical actions are necessary to treat me. I fully release and hold harmless the Releasees from any liability related to such actions. I understand that the Releasees are not providing any health or accident or other insurance to me while on the Trip and that, if desired, I must purchase my own health, accident, evacuation and other insurance policies.

I HAVE READ THIS AGREEMENT AND THE ATTACHED STUDENT CODE OF CONDUCT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND

VOLUNTARILY (AND FOR FULL AND ADEQUATE CONSIDERATION) AGREE TO BE BOUND BY IT.