



## General Terms and Conditions Travel Funding Requests

*Agreement:* The terms of these general terms and conditions; plus all terms of the applicable form by which the Group or Traveler is requesting travel funding; and all applicable University policies and procedures, including risk management policies.

*Group:* The group requesting travel funding. The signatory signing the permit application or registration form represents and warrants that he/she has full authority to enter all terms of the Agreement on behalf of the Group. The individual signing for the Group will assume personal liability for the Agreement, should the Group contest such authority.

*Travelers:* The individual students traveling as part of the Group. All Travelers must be enrolled UA students. All Travelers agree to these General Terms and Conditions and must sign a “University Funded Travel Release and Acknowledgement.”

*UA:* The Board of Trustees of the University of Alabama, by and on behalf of The University, a public corporation and constitutional instrumentality of the State of Alabama.

### **Agreement:**

The Group and its member Travelers agree to comply with the following general terms and conditions, in addition to all other terms of the Agreement, as a requirement for receiving travel funding from the Division of Student Affairs of UA:

**1. Damage or Loss of Property.** Unless otherwise agreed in writing by UA, Group is responsible for all charges in connection with the trip. Group and its Travelers agree to be responsible for the safeguarding, against damage or loss, of their own personal property. Group and its Travelers agree to be responsible for all property borrowed from UA, or otherwise obtained with the travel funding, including any automobiles, hotel rooms, or other property. Group and Travelers are to properly maintain all such property in the condition in which it was received, normal wear and tear excepted. Group and Travelers agree that the cost of repair or replacement of property lost or damaged will be their responsibility. The Group and Travelers agree to pay any third party directly for any such damages (such as a hotel, auto owner, etc.). In the event that UA is charged for repair or replacement cost of any property, UA is hereby authorized to charge the Group’s accounts and individual Traveler’s student accounts maintained by the Office of Student Receivables for costs incurred. When damages cannot be recovered from the Group, the cost of repair and/or replacement may be assessed against any individual Traveler who can be determined to be responsible, or equally among the individual Travelers if no individual can be found to be responsible. Such charges on a student account will prevent subsequent registration, graduation, and transcript issuance until the balance is paid. The amounts are also subject to attorney fees, and other costs and charges necessary for the collection of any amounts not paid when due.

**2. Driving.** The Group must ensure that: (a) all drivers comply with all laws, regulations, and posted signs regarding speed and traffic control; (b) motor vehicles must be equipped with all

devices or equipment required by federal or state law or regulation and otherwise comply with all applicable federal or state laws and regulations; and (c) that there are enough qualified drivers available to safely make the trip without undue risk of driver fatigue. If the motor vehicle is owned, leased or rented by UA, the driver must be a UA employee or a UA student with a valid driver's license who is trained as required by law and UA policies to drive the vehicle – no other persons may drive UA vehicles. All occupants of a UA motor vehicle must use seat belts at all times when the motor vehicle is in operation. The number of passengers in the motor vehicle must not exceed the manufacturer's recommended capacity or the number specified in applicable federal or state law or regulations, whichever is fewer. UA's Driver Safety and Vehicle Management Program's policies and procedures, which can be found at <http://financialaffairs.ua.edu/riskmgmt/information/driver-safety-vehicle-mgmt-program.pdf>, are hereby incorporated by reference.

**3. Alcohol and Controlled Substances.** The Group and all individual Travelers will comply with all applicable laws and regulations, including open container laws and laws regarding consumption or possession by minors. No one may consume, possess, or transport alcohol or controlled substances in a UA automobile or drive a UA automobile while under the influence of alcohol or a controlled substance. The Group will make available alternative transportation for all intoxicated drivers. The Group must abide by all provisions of the University's Social Alcohol Policy and Party Smart Guide, the terms of which are incorporated herein. No individual Traveler may consume alcohol while wearing a team uniform or other Group apparel, or appear to be under the influence while representing UA or the Group.

**4. No Animals.** No animals are permitted on the trip, other than service animals necessary to provide accommodations to the disabled.

**5. Guests.** No unauthorized guests or others may travel in a UA motor vehicle or stay in UA-funded lodging.

**6. Laws, Rules, Regulations, Policies, and Procedures.** The Group and all individual Travelers must comply with all laws, orders, rules, fire codes, and regulations of federal, state, city, county, and municipal authorities, including, without limitation, rules and policies of UA and its officials.

**7. Release, Indemnification, and Assumption of Risk.** The Group and individual Travelers hereby agree to release and indemnify, hold harmless and defend UA, its affiliated foundations, and each of their respective trustees, directors, officers, employees, and agents, from and against any and all loss, damage or liability resulting from demands, claims, suits, or actions of any character presented or brought for any injuries, including death, to persons or for damages to property caused by or arising out of any negligent (including strict liability), wanton, reckless, or intentional act or omission of Group or any individual Travelers, or any of their contractors, invitees, guests, employees, or agents, or which otherwise arises out of, relates to, or is attributable to, the travel related to this request. This indemnity shall apply whether the same is caused by or arises out of the joint, concurrent, or contributory negligence of any person, traveler, group, or entity. The foregoing indemnity shall include, but not be limited to, court costs, attorney's fees, costs of investigation, costs of defense, settlements, and judgments associated with such demands, claims, suits or actions. The Group and individual Travelers assume all risks associated with travel and agree that all Travelers will execute a UA form release.

**8. Governing Law.** The request for funding, the Agreement, and any disputes shall be governed by and construed and enforced in accordance with the laws of the State of Alabama, without regard to conflicts of law principles. Any claims against UA shall be submitted to the Alabama State Board of Adjustment. UA does not waive and specifically reserves all immunities to which it is entitled by the laws of the State of Alabama and the United States, including Article I, section 14 of the Constitution of Alabama, and the Eleventh Amendment to the United States Constitution. Exclusive jurisdiction and venue of any claims not barred by immunity, nor required to be filed before the board of adjustment, shall be in the Circuit Court of Tuscaloosa County, Alabama, or the United States District Court for the Northern District of Alabama, Western Division.

**9. Termination by UA.** UA shall have the right to withdraw and terminate the permission and/or funding hereby given at any time without prior notice if Group and/or the individual Travelers breach or fail to comply with or abide by any of the terms and conditions or other directions of UA. Group and individual Travelers further agree that in the event of any termination by UA, UA shall have no liability for any direct or consequential damages or loss that Group and/or the individual Travelers may suffer or incur as a consequence of such termination.

**10. Lost Deposits, Etc.** The Group and/or individual Travelers must reimburse UA for any lost deposits, such as hotel or conference cancellation fees, in the event that the Group or Travelers fail to take the trip.

**11. Student Code of Conduct.** The Group and the individual Travelers acknowledge that they are subject at all times to the Student Code of Conduct before, during, and after the trip.

**12. No Endorsement.** By approval of Group's funding request, UA is not endorsing or sponsoring the Group's or individual Traveler's activities and does not assume any liability or duty for the Group, individual Travelers, or the trip.