

Hawaii DOE Authorized Educational Visit Agreement



Event:	
Event Date(s):	
School/Organization:	
Contact Name:	
Address:	
Phone:	
Email	

In consideration for permission from Brigham Young University–Hawaii (“BYUH”) for the School/Organization’s students, members, or other participants, all or some of whom are under 18 years of age (the “Participants”) to participate in the Event, the School/Organization hereby agrees to the following terms and conditions of this Authorized Educational Visit Agreement (this “Agreement”):

1. **Supervision of the Participants.** While BYUH may be providing program activities, educational experiences, and some direction to the Participants during the Event, the School/Organization is responsible for supervising the Participants while on campus during the Event to ensure their health, safety, and good behavior. The School/Organization shall and is solely responsible to provide an adequate number of employees or volunteers (e.g., teachers, administrators, parents, guardians, chaperones, etc.) to supervise the Participants while on campus during the Event (the “Adult Supervisors”).
2. **Screening, Training, and Supervision of the Adult Supervisors.** The School/Organization shall and is solely responsible to screen and provide any legally required background checks of the Adult Supervisors. The School/Organization shall and is solely responsible to train all the Adult Supervisors on appropriate minor protection principles and provide supervision of the Adult Supervisors to reasonably ensure that such principles are applied by the Adult Supervisors during the Event.
3. **Removal from Campus.** BYUH reserves the absolute right to remove from campus any Participant or Adult Supervisor whose behavior is deemed by BYUH in its sole discretion to be dangerous to others or to BYUH’s property, or whose behavior is not in keeping with the law, common decency, or applicable BYUH and Event policies. The School/Organization shall comply with BYUH’s decision to remove a Participant or Adult Supervisor from campus and provide a means for transporting the Participant or Adult Supervisor away from campus.
4. **Property Damage.** The School/Organization is responsible for and shall reimburse BYUH for any damage to property caused by the School/Organization’s Participants and Adult Supervisors.
5. **Indemnification.** The School/Organization shall indemnify, hold harmless, and defend BYU, its officers, employees, volunteers, and agents (the “Indemnified Parties”) from and against any and all claims, causes of action, liabilities, obligations, judgements, losses, damages (including punitive damages), settlement payments, costs and expenses (including reasonable attorney’s fees), interest, awards, judgments, diminution in value, fines, fees, penalties, or other charges arising out of or relating to the School/Organization’s participation in the Event (the “Claims”), except to the extent that the Claims arise from the negligence or willful misconduct of one or more of the Indemnified Parties. If the School/Organization is a governmental entity under the Hawaii State Tort Liability Act, Hawaii Revised Statutes

Chapter 662, as amended (the "Act"), then nothing in this Agreement may be construed as a waiver by the School/Organization of any protections, rights, or defenses applicable to it under the Act.

6. Insurance. School/Organization is an Executive Branch Department of the State of Hawaii and is self-insured. A statement of self-insurance from the State of Hawaii may be submitted as satisfaction of the insurance requirements.
7. BYUH's Name and Trademarks. The School/Organization shall not use BYUH's name or trademarks or any adaptation thereof, or the names of any of BYUH's officers, employees, or agents, in any advertisement, promotion, sales literature, or otherwise without express prior written consent from BYUH for each individual usage, except that the School/Organization may list BYUH as the location of the Event and share promotional material provided by BYUH regarding the Event.
8. Miscellaneous.
 - a. Assignment and Delegation. No benefit inuring to BYUH under this Agreement may be assigned, and no duty imposed on the School/Organization may be delegated, without the prior written consent of BYUH. A purported assignment or delegation in violation of this section is void.
 - b. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, that provision is severed from the Agreement, and the remaining provisions remain in effect if the essential business and legal provisions remain valid, binding, and enforceable.
 - c. Governing Law and Submission to Jurisdiction and Venue in Hawaii. The laws of the State of Hawaii, without giving effect to its conflicts of law principles, and the laws of the United States, govern all matters arising under and relating to this Agreement, including torts. The School/Organization submits to the jurisdiction of and venue in the federal and state courts located within the State of Hawaii and any legal action arising out of or related to this Agreement, including torts, must be initiated exclusively in the federal courts of the United States located in Honolulu, or the courts of the State of Hawaii.
 - d. Entire Agreement. This Agreement constitutes the final and exclusive agreement between the School/Organization and BYUH on the matters contained in this Agreement. All earlier and contemporaneous negotiations and agreements between them on the matters contained in this Agreement, whether written or oral, are expressly merged into and superseded by this Agreement. This Agreement cannot be amended except by a writing signed by authorized representatives of both BYUH and the School/Organization.

To evidence its agreement to this Agreement, the School/Organization has executed and delivered it on the date indicated under the signature below.

School/Organization

By: _____

Name: _____

Title: _____

Dated: _____