

**Risk Management Guidelines for Special Events  
(Sponsored by UT, Sponsored by Third Party, Jointly Sponsored, Third Parties Providing Services)**

A Special Event can be any event that occurs outside the day-to day operations of the University. Special Events are usually short-term, and they can expose the institution to risk either directly or indirectly. Examples of Special Events include **fundraisers, graduations, concerts, sporting/athletic events, political events, conferences, camps, film/TV production etc.**

Ensuring a safe and successful event involves preparation and planning. Checklists are provided below to help you prepare for your event. The checklists are not all-inclusive, but they can be used as a starting point during the event planning process.

**I. Compliance with the UT System Regents’ Rules and Regulations**

Series 80104 – 80108 regarding the use of various University Facilities, and Series 40501, Speech and Assembly, address requirements for certain special events. Please refer to the Rules directly to ensure that the event complies.

**II. Involving Other Departments**

One of the first steps in the preparation process is to identify and assess the risks associated with a particular event. To assist you in this process and with addressing the risks once they are identified, it is advisable to involve experts from a variety of areas. Examples of departments that will be able to offer assistance are listed below.

Department	Not Contacted	Person Contacted
Legal/General Counsel (contracts, liability issues, event publications)		
Environmental Health & Safety (life safety and property protection issues)		
Security/Campus Police (crowd control, security, emergency response)		
Public Relations (event communications)		
Business & Administrative Services (loss control, insurance)		
Physical Plant (facility requirements, property protection)		
Auxiliary Enterprises		
Student Affairs		
Outside Officials (City Police Department, Fire Department, EMS)		
Other _____		
Other _____		

**III. Risk Identification & Assessment – Understand the Risks Involved with the Event**

Below is a list of potential risks or special needs associated with Special Events. Again, the list is not all-inclusive, but it is designed to help you think through the event, with the assistance of those experts listed above, and begin assessing the possible exposures involved.

Description	Risk Present?
Participant Safety	
Spectator Safety	
First Aid	
Emergency Response	
Crowd Control	
Environmental Release (air, water, hazardous waste, etc.)	
Security Concerns	
Potential Communication Problems During Event (general or emergency)	
Weather Contingencies	
Property Protection	
Alcohol Consumption	
Other Special Risks Posed by Vendors	
Electrical/Infrastructure Requirements	
Unusual Accommodation Requirements	
Parking/Transportation to and from Event	
Permit Requirements	
Life Safety and ADA	
Pyrotechnics	
Event cancellation	
Other _____	
Other _____	
Other _____	

#### IV. Loss Control

After the potential risks associated with an event have been identified, continue to work with the experts in other departments to develop measures that address those risks. Below are some basic questions to ask regarding loss control.

- A. Can measures be implemented to **reduce the likelihood** that an injury or other loss will occur as a result of the event?
- B. Can measures be implemented that will **reduce the severity** of an injury or other loss if one does occur?
- C. Is the risk too great? Should a particular activity be **avoided** altogether?
- D. Can any remaining risk be addressed by a **contract** (subcontract responsibility or indemnification agreement)?

#### Indemnification

If the event involves any **agreement with a third party sponsor, service provider, etc.**, the agreement should be reviewed by legal counsel to ensure that the appropriate indemnification language is included.

If the event involves **participants that will be registering for the event** (ex. Fun Runs, Senior Games), it may be appropriate to include a waiver on the registration form. Again, legal counsel should review the proposed waiver language. A sample of three (Spanish and English) Release and Indemnification Agreements are attached as **Exhibit A**.

Waivers can also be used for **event sponsors when no formal agreement** between the University and an event sponsor exists. Again, legal counsel should review the proposed waiver language.

**E. Can any remaining risk be addressed by insurance?**

**Insurance**

Insurance is another important means of addressing risks associated with an event.

**UT System** carries the following policies that may come into play at a Special Event:

- Automobile liability insurance (University owned vehicles, rental vehicles or other vehicles driven by University employees during the event)
- Crime insurance (if someone steals money or securities from the University during the event)
- Property insurance (covers damage to University property - \$5 million deductible)
- Equipment insurance (can cover special equipment used during an event if equipment is scheduled on the policy prior to the event)
- Fine Art insurance (can cover art loaned to the University for a special event if art is scheduled on the policy prior to the event)
- Workers Compensation (self-insurance – if a University employee is injured while working for the University at the event)
- Camp Insurance (provides excess medical expense coverage to campers and liability coverage to the University if the camp is scheduled on the policy)
- TULIP policy (covers the third party tenant or user as well as the University for liability at UT Owned Facilities – see explanation below)
- UT System-wide Special Events Policy (covers the University for liability arising from University events held off-campus. This coverage could be required by certain venues like hotels, sports arenas, parks, etc. Please try to use our summary statement of insurance to avoid purchasing insurance before asking for a quote.

**If an event is being held at a University Owned facility**, please utilize the **Tenant and User Liability Program “TULIP”**. This coverage is purchased annually for System-wide use. It offers the following coverage at an affordable rate and short policy term for your users:

General Aggregate Limit (Other Than Products-Completed Operations)	\$None
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage	\$50,000 (Any one Fire)

**If an event is being held at a Non-University facility**, you may be asked to provide evidence of the University’s insurance coverage to the facility owner. UT System does not carry a blanket General Liability insurance policy, which is the most common requirement. You can provide the facility owner with the attached Statement of Insurance, **Exhibit B**. It discusses general liability and workers compensation. If the statement is not acceptable to the owner, you can request assistance from Legal/General Counsel or the UT System Office of Risk Management. - **please see above regarding UT System-wide Special Events Policy**).

It is also advisable to specify **insurance requirements for third parties involved with an event**, such as sponsors or service providers. Third parties can provide evidence that such insurance is in place by providing the University with a certificate of insurance. The type of insurance required and the level of insurance required can vary by event. A checklist of recommended insurance requirements is given below; however, the sponsoring component institution should consider the risks presented by each event in choosing the appropriate coverages and limits.

Type of Insurance	Not Required	Required/Date Certificate Reviewed
<b>General Liability Insurance</b> (Require when a third party will use a University facility or provide services at an event. Specify that Products Liability coverage must be included if food provider. \$1,000,000 per occurrence)		
<b>Automobile Liability Insurance</b> (Require when a third party will be driving their vehicles on campus in association with the event or if they will be driving their vehicles on behalf of the University. \$1,000,000 Combined Single Limit)		
<b>Workers Compensation Insurance</b> (Require when a third party will be conducting work on University property – ex. food vendors, constructing stages or tents in preparation for event. Statutory Limits)		
<b>Liquor Liability Insurance</b> (Require if third party selling or distributing alcohol at event. \$1,000,000 per occurrence)		
<b>Additional Insurance for High Risk Events</b> (Consider additional coverages or higher limits for high risk events, such as fireworks, events with environmental impacts, events with large alcohol sales etc.)		
<b>Additional Insured</b> status for the Board of Regents of UT System and the component institution should be required on General Liability, Auto Liability and Liquor Liability (if required).		
A <b>Waiver of Subrogation</b> in favor of the Board of Regents of UT System and the institution should be required for Workers Compensation (if required).		
<b>Film/TV Production</b> – Specific general liability insurance requirements for film or TV production on campus are listed in the Regents' Rules, Series 80107		

**Please contact UT System Office of Risk Management (512-499-4447) if you have any questions regarding UT System's insurance coverages and/or requirements for third parties.**

## V. Summary Checklist

The checklist below is designed to provide you with a means of tracking the loss control measures that will be implemented to address the particular risks presented by your event.

Description	Risk Present?	Loss Control Measure to be Implemented	Person Responsible
Participant Safety			
Spectator Safety			
First Aid			
Emergency Response			
Crowd Control			
Environmental Release (air, water, hazardous waste, etc.)			
Security Concerns			
Potential Communication Problems During Event (general or emergency)			
Weather Contingencies			
Property Protection			
Alcohol Consumption			
Electrical/Infrastructure Requirements			
Unusual Accommodation Requirements			
Parking/Transportation to and from Event			
Permit Requirements			
Life Safety and ADA			
Pyrotechnics			
Event cancellation			
Other _____			
Other _____			
Other _____			

**VI. RELEASE AND INDEMNIFICATION AGREEMENT FOR MINORS**

**PARTICIPANT:** (Name and Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INSTITUTION:**

The University of Texas \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ACTIVITY OR TRIP:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**LOCATION:** \_\_\_\_\_ **DATE(s):** \_\_\_\_\_

I am the Parent/Guardian of the above-named Participant who is under eighteen years of age and am fully competent to sign this Agreement.

I give permission for Participant to participate in the above-referenced Activity or Trip. I acknowledge that the nature of the Activity or Trip may expose Participant to hazards or risks that may result in Participant's illness, personal injury or death and I understand and appreciate the nature of such hazards and risks.

In consideration of Participant being permitted to participate in the Activity or Trip, I hereby accept all risk to Participant's health and of his/her injury or death that may result from such participation and I hereby release the above named Institution, its governing board, officers, employees and representatives from any and all liability to Participant, Participant's personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to Participant's property and for any and all illness or injury to Participant's person, including his/her death, that may result from or occur during Participant's participation in the Activity or Trip, whether caused by negligence of the Institution, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless the Institution and its governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from Participant's negligent or intentional act or omission while participating in the described Activity or Trip.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR PARTICIPANT'S INJURY OR DEATH OR DAMAGE TO PARTICIPANT'S PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY OR TRIP AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY PARTICIPANT'S NEGLIGENT OR INTENTIONAL ACT OR OMISSION.**

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address (if different than Participant's)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

\_\_\_\_\_

**VII. RELEASE AND INDEMNIFICATION AGREEMENT FOR ADULTS**

**PARTICIPANT:** (Name and Address)

**INSTITUTION:**

\_\_\_\_\_

The University of Texas \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DESCRIPTION OF ACTIVITY OR TRIP:** \_\_\_\_\_

\_\_\_\_\_

**LOCATION:** \_\_\_\_\_ **DATE(s):** \_\_\_\_\_

I, the above named participant, am eighteen years of age or older and have voluntarily applied to participate in the above Activity or Trip. I acknowledge that the nature of the Activity or Trip may expose me to hazards or risks that may result in my illness, personal injury or death and I understand and appreciate the nature of such hazards and risks.

In consideration of my participation in the Activity or Trip, I hereby accept all risk to my health and of my injury or death that may result from such participation and I hereby release the above named Institution, its governing board, officers, employees and representatives from any liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in the Activity or Trip, whether caused by negligence of the Institution, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless the Institution and its governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the described Activity or Trip.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY OR TRIP AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_

**VIII. RELEASE AND INDEMNIFICATION AGREEMENT FOR ADULT STUDENTS**

**STUDENT:** (Name and Address)

**INSTITUTION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The University of Texas \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ACTIVITY OR TRIP:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**LOCATION:** \_\_\_\_\_ **DATE(s):** \_\_\_\_\_

I, the above named student, am eighteen years of age or older and have voluntarily applied to participate in the above Activity or Trip. I acknowledge that the nature of the Activity or Trip may expose me to hazards or risks that may result in my illness, personal injury or death and I understand and appreciate the nature of such hazards and risks.

In consideration of my participation in the Activity or Trip, I hereby accept all risk to my health and of my injury or death that may result from such participation and I hereby release the above named Institution, its governing board, officers, employees and representatives from any liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in the Activity or Trip, whether caused by negligence of the Institution, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless the Institution and its governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the described Activity or Trip.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY OR TRIP AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.**

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date





## Exposición A

### ACUERDO DE LIBERACIÓN DE RESPONSABILIDAD E INDEMNIZACIÓN (Estudiantes Menores de Edad)

Participante: *(Nombre y domicilio)*

Universidad:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

La Universidad de Texas en El Paso  
Departamento: \_\_\_\_\_

Descripción de la Actividad o Viaje:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lugar: \_\_\_\_\_ Fecha(s): \_\_\_\_\_

Yo soy el padre/la madre o tutor(a) legal del (de la) Participante cuyo nombre aparece arriba, el (la) cual es menor de 18 años de edad, y soy competente para firmar este Acuerdo.

Doy mi permiso para que el/la Participante participe en la Actividad o Viaje descrito arriba. Reconozco que por su naturaleza, dicha Actividad o Viaje puede acarrear al (a la) Participante ciertos riesgos que tal vez le causen enfermedad, lesiones a su persona o la muerte, y estoy consciente de la naturaleza de dichos riesgos.

En consideración de la participación del (de la) Participante en la Actividad o Viaje, por la presente acepto todos los riesgos correspondientes a su salud y el riesgo de lesiones o muerte que puedan resultar con motivo de su participación y asimismo libero y descargo a la Universidad de Texas en El Paso, su consejo directivo, oficiales, empleados y representantes de toda responsabilidad hacia el (la) Participante, sus representantes personales, su patrimonio, mis herederos, parientes o cesionarios con respecto a toda reclamación o acción legal por concepto de pérdida o daños ocasionados a la propiedad del (de la) Participante y toda enfermedad o lesiones a su persona, incluso su muerte, que puedan derivarse de o suceder durante dicha Actividad o Viaje, sin importar que éstos sean causados por negligencia por parte de la Universidad, su consejo directivo, oficiales, empleados, representantes u otras entidades. Acepto asimismo indemnizar y liberar de responsabilidad a la Universidad y su consejo directivo, oficiales, empleados y representantes en caso de las lesiones o muerte de cualquier persona o personas y de daños a la propiedad que puedan ocurrir como resultado de un acto intencional o de negligencia por parte del (de la) Participante o de una omisión de su parte durante su participación en el ya mencionado viaje o actividad.

**HE LEÍDO CON CUIDADO ESTE DOCUMENTO Y ENTIENDO QUE SE TRATA DE UNA LIBERACIÓN Y DESCARGO DE RESPONSABILIDAD RESPECTO DE TODO RECLAMO Y CAUSA DE ACCIÓN CON MOTIVO DE LESIONES O MUERTE DEL (DE LA) PARTICIPANTE O DAÑOS OCASIONADOS A SU PROPIEDAD QUE PUEDAN OCURRIR DURANTE SU PARTICIPACIÓN EN LA ACTIVIDAD O VIAJE EN CUESTIÓN, Y QUE ME COMPROMETE A MI A INDEMNIZAR A LAS PARTES NOMBRADAS Y A ASUMIR RESPONSABILIDAD POR LESIONES A LA MUERTE DE CUALQUIER PERSONA Y POR DAÑOS A LA PROPIEDAD AJENA OCASIONADOS POR UN ACTO INTENCIONAL MÍO O DE UNA NEGLIGENCIA DE MI PARTE.**

\_\_\_\_\_  
*Firma del Padre/la Madre o Tutor(s)*

Fecha: \_\_\_\_\_

\_\_\_\_\_  
*Domicilio (Si es diferente del Participante)*

Fecha: \_\_\_\_\_

## Exposición A

### ACUERDO DE LIBERACIÓN DE RESPONSABILIDAD E INDEMNIZACIÓN (Estudiantes Adultos)

Participante: *(Nombre y domicilio)*

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Universidad:

La Universidad de Texas en El Paso  
Departamento: \_\_\_\_\_

Descripción de la Actividad o Viaje:

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Lugar: \_\_\_\_\_ Fecha(s): \_\_\_\_\_

Yo soy el/la estudiante cuyo nombre aparece arriba, tengo 18 o más años de edad y he solicitado voluntariamente participar en la Actividad/Viaje que se especifica arriba. Reconozco que por su naturaleza, dicha Actividad o Viaje puede acarrear ciertos peligros que tal vez me causen enfermedad, lesiones o la muerte, y estoy consciente de la naturaleza de dichos riesgos.

En consideración de mi participación en la Actividad o Viaje, por la presente acepto todos los riesgos correspondientes a mi salud y el riesgo de lesiones o muerte que puedan resultar con motivo de mi participación y asimismo libero y descargo a la Universidad de Texas en El Paso, su consejo directivo, oficiales, empleados y representantes de toda responsabilidad hacia mi persona, mis representantes personales, mi patrimonio, mis herederos, parientes o cesionarios con respecto a toda reclamación o acción legal por concepto de pérdida o daños ocasionados a mi propiedad y toda enfermedad o lesiones a mi persona, incluso mi muerte, que puedan derivarse de o suceder durante dicha Actividad o Viaje, sin importar que éstos sean causados por negligencia por parte de la Universidad, su consejo directivo, oficiales, empleados, representantes u otras entidades. Acepto asimismo indemnizar y liberar de responsabilidad a la Universidad y su consejo directivo, oficiales, empleados y representantes en caso de las lesiones o muerte de cualquier persona o personas y de daños a la propiedad que puedan ocurrir como resultado de un acto intencional o de negligencia mía o de una omisión de mi parte durante mi participación en la susodicha Actividad o Viaje.

**HE LEÍDO CON CUIDADO ESTE DOCUMENTO Y ENTIENDO QUE SE TRATA DE UNA LIBERACIÓN Y DESCARGO DE RESPONSABILIDAD RESPECTO DE TODO RECLAMO Y CAUSA DE ACCIÓN CON MOTIVO DE MIS LESIONES O MUERTE O DAÑOS OCASIONADOS A MI PROPIEDAD QUE PUEDAN OCURRIR DURANTE MI PARTICIPACIÓN EN LA ACTIVIDAD O VIAJE EN CUESTIÓN, Y QUE ME COMPROMETE ADEMÁS A INDEMNIZAR A LAS PARTES NOMBRADAS Y A ASUMIR RESPONSABILIDAD POR LESIONES A LA MUERTE DE CUALQUIER PERSONA Y POR DAÑOS A LA PROPIEDAD AJENA OCASIONADOS POR UN ACTO INTENCIONAL MÍO O DE UNA NEGLIGENCIA DE MI PARTE.**

\_\_\_\_\_  
Firma del (de la) Estudiante

Fecha: \_\_\_\_\_

**SUMMARY STATEMENT OF INSURANCE RISKS FOR  
THE UNIVERSITY OF TEXAS SYSTEM**

**General Liability**

It is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states 'that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment...' Liability of the state government under this chapter is limited to money damages in a maximum amount of \$250,000 for each person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

**Workers Compensation**

Employees of the University of Texas System are provided Workers Compensation coverage under a self-insured, self-managed program as authorized by the Texas Labor Code, Chapter 503.