

NATIONAL OUTDOOR LEADERSHIP SCHOOL
STUDENT AGREEMENT
(INCLUDING ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND
INDEMNITY)

Name (Print)

UWLE 8/24/10
Course Code

*Please read this document carefully. It must be signed by all students. "Student" includes adult and minor students, unless indicated otherwise. If the student is a minor (under 18 years of age in most states) at least one parent or guardian (referred to below as "Parent") must also sign, as evidence of Parent's acknowledgment and agreement to the following, on **Parent's behalf and on behalf of the minor student**. Student and parent must determine the age of legal competency to sign contracts, in the state of the student's residence.*

Activities and Risks

I understand that National Outdoor Leadership School (NOLS) programs live, camp and travel out of doors. Activities vary from program to program and include, among others, hiking and backpacking through mountainous and other terrain, mountaineering and climbing on rock cliffs, steep snow, ice or glaciers, whitewater kayaking, rafting and canoeing, sea kayaking, ocean sailing, horsepacking, skiing, snowboarding, fishing, and caving. I further understand and acknowledge that the activities of the programs have risks, including certain risks which are inherent. Inherent risks are those which cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to equipment, accidental injury, illness, or, in extreme cases, permanent trauma, disability or death. The following describes some, but not all, of the inherent risks of NOLS activities:

- NOLS activities may be strenuous, physically and emotionally.
- NOLS programs usually occur in remote places. They occur on lands open to the public, and exposed to the acts of persons not associated with NOLS. The remote locations may be many days from medical facilities. Communication and transportation are difficult and evacuations and medical care may be significantly delayed.
- Equipment may fail or malfunction.
- Meals are prepared over gas stoves and open fires. Water may require disinfection before use. Students with food allergies or sensitivities may come in contact with offending food types. Camping risks include burns and cuts, sprains, strains and other injuries from slips, falls, and lifting, and illnesses including diarrhea and flu-like illness.
- Travel is by vehicle, raft, canoe, kayak, sail and other boats, horse, aircraft, train, skis, snowboards, on foot and by other means, over improved and unimproved roads, rugged trails and off-trail terrain, including boulder fields, downed timber, rivers, rapids, river crossings, high mountain passes, snow and ice, steep slopes, slippery rocks, steep or crevassed glaciers, ocean tides, currents, waves, surf and reefs. Travel risks



include collision, falling, capsizing, drowning, becoming lost, and other risks usually associated with such travel, including environmental risks.

- Environmental risks and hazards include flowing, deep and/or cold water; insects, snakes, predators, and large animals; falling and rolling rock; lightning, avalanches, flash floods, falling timber and forces of nature, including weather which may change to extreme conditions. Possible injuries and illnesses include hypothermia, frostbite, immersion foot, high altitude illnesses, sunburn, heatstroke, dehydration, and other mild or serious conditions.
- Decisions made by the instructors, other staff (including volunteers), contractors and students will be based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to errors in judgment. Misjudgments may pertain to, among other things, a student's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
- On most NOLS courses, small groups of students travel at times during the day, and possibly for several days and nights, without instructors.
- NOLS students, including minors, may have "free" time before, during and after their course. NOLS has no responsibility for students during their free time before and after their course. NOLS staff may from time to time provide assistance or even accompany students in these free time activities, but in doing so, they are acting as private individuals, and NOLS is not responsible for their conduct. During the course NOLS cannot continually monitor the behavior and activities of students and students must accept responsibility for themselves and others whether or not under the direct supervision of NOLS staff.
- NOLS programs in foreign countries may be exposed to laws, legal systems, customs and behaviors, and to animals, diseases and infections, not common to the United States. In addition, these programs may be subject to dangerous road travel, political unrest, riots, demonstrations, banditry, terrorism and other criminal conduct, including drug related activities. NOLS field practices in foreign countries are generally consistent with customs and standards used in the United States regarding such practices.
- NOLS activities are instructional in nature and students will be challenged to expand their skills and judgment.
- NOLS may from time to time use the services of private contractors for certain tasks, including, for example, transportation. NOLS is not responsible for the acts or omissions of such contractors.

I have read and understand the general information about NOLS and its courses in the NOLS Catalog of Courses and/or at the NOLS website. This information includes NOLS' Admission Policies, the statement titled Risk Management at NOLS, the NOLS Enrollment Packet and other material provided by NOLS describing or related to my program. The staff of NOLS has been available to more fully explain the nature and physical demands of the activities in which I will be engaged, and certain inherent and other risks of my NOLS activity.

Acknowledgment and Assumption of Inherent and Other Risks

I understand and acknowledge that the description above (“Activities and Risks”) of the inherent risks of NOLS’ activities is not complete and that other, including unknown or unanticipated, risks, inherent and otherwise, may result in property loss, injury, illness or death. I acknowledge that my participation in this NOLS program is purely voluntary, and I wish to participate in spite of and with knowledge of the inherent and other risks involved. **I acknowledge and assume the inherent risks described above and all other inherent risks of my NOLS activity. In addition, except with respect to an injury or other loss which occurs on lands whose rules or regulations prohibit my doing so as a matter of law, I expressly assume ALL risks of enrolling and participating in a NOLS program, inherent or otherwise, and whether or not described above.**

Agreements of Release and Indemnity

If I am an **adult** student, or the parent of a minor student I agree, for myself and on behalf of the minor student for whom I sign, as follows:

I hereby release, hold harmless and agree not to sue NOLS, its officers, trustees, agents, and staff including employees, volunteers and interns (“Released Parties”), with respect to any and all claims of loss or damage to person or property by reason of injury, disability, death, or otherwise, suffered by me or by a minor student for whom I sign, arising in whole or part from my, or the minor student’s, enrollment or participation in an activity of NOLS. I agree further to indemnify (“indemnify” meaning to defend, and to pay or reimburse, including costs and attorney’s fees) Released Parties against any claim by a member of my, or the minor student’s, family, a rescuer, another student, or any other person, arising in whole or part from an injury or other loss suffered by me or caused by me, or by the minor Student, in connection with my, or the minor student’s, enrollment or participation in an activity of NOLS. These agreements of Release and Indemnity include claims of negligence of a Released Party, but not of gross negligence or intentionally wrongful conduct. They are intended to be enforced to the fullest extent permitted by law. These agreements of release and indemnity are of no force or effect with respect to an injury or other loss which occurs on lands whose rules or regulations prohibit such agreements as a matter of law.

Other Provisions

If I am an **adult** student or the parent of a minor student I further agree, for myself and on behalf of the minor student for whom I sign, as follows:

I have verified with my or the minor student’s physician and other medical professionals, or otherwise satisfied NOLS, that I, or the minor student, have no past or current physical or psychological condition that might affect my, or the minor’s, participation in the program, other than as described on the health form submitted to NOLS. I am, or the minor is, able to participate without causing harm to myself, or to himself or herself, or to others. The medical information given to NOLS is accurate and all pertinent medical conditions have been disclosed. Prior to the commencement of the course, NOLS will be informed of any medical condition that has not been previously disclosed. I understand that NOLS’ admission of me or the minor student to the course is not intended as a representation that NOLS staff will be able to manage successfully a medical event or emergency related to a disclosed, or undisclosed, medical condition. The responsibility for determining a student’s suitability for a course is not NOLS’ but, rather, the student’s, guided by family and her or his physician. NOLS reserves the right to refuse admission or remove a student from a course for any reason it deems in the best interests of the student or the school.



NOLS is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me, or for the minor student. I understand that situations may arise in which third-party medical care is not available and which require NOLS staff to provide first aid and possibly more advanced procedures, employing wilderness first responder training. Such care will be provided under the guidance of the NOLS Physician Advisor by way of NOLS' written Medical Protocols. Any third-party medical care provider is authorized to exchange pertinent medical information with NOLS. Costs reasonably associated with medical services, including evacuation, shall be borne by me.

NOLS may share my or the minor student's contact information with other NOLS students or graduates and/or with environmental organizations or strategic partners in which NOLS graduates may be interested; and NOLS may use my or the minor student's name, contact information and photo or other image in promotional materials and press releases.

I agree to be responsible for any damage I, or the minor student, may cause to NOLS facilities or gear. NOLS is not responsible for loss, theft or damage to a student's personal belongings stored at NOLS facilities.

Any dispute between me, or the minor student, and NOLS will be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Wyoming, and any mediation or suit shall occur or be filed only in the State of Wyoming.

If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

THE STUDENT AND THE PARENT(S) OR GUARDIAN OF A MINOR STUDENT HAVE READ THIS PAGE AND THE PREVIOUS 3 PAGES OF THIS DOCUMENT AND UNDERSTAND AND VOLUNTARILY AGREE TO ITS TERMS, WHICH SHALL BE BINDING UPON THEM, THEIR HEIRS, ESTATE, EXECUTORS AND ADMINISTRATORS. THE AGREEMENT MAY BE MODIFIED ONLY IN WRITING.

Student Signature

____ / ____ / ____
Age Date Signed

At least one parent (or guardian) must sign below if the student or participant is a minor.

Parent/Guardian Signature

____ / ____ / ____
Date Signed

