

**NATIONAL OUTDOOR LEADERSHIP SCHOOL  
STUDENT AGREEMENT FOR WFAP COURSES EXCLUSIVELY  
(INCLUDING ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND  
INDEMNITY)**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
\_WFAP\_

\_\_\_\_\_  
Course Code

*Please read this document carefully. It must be signed by all students. "Student" includes adult and minor students, unless indicated otherwise*

**Activities and Risks**

I understand that National Outdoor Leadership School (NOLS) programs live, camp and travel out of doors. Activities include, among others, hiking and backpacking through mountainous and other terrain. 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, 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, and slippery rocks. Travel risks include collision, falling, 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.
- 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 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 Documents 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

As an adult student I agree 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, arising in whole or part from my 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 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 in connection with my 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**

