Advocating for Risk in a Risk Adverse World

WRMC
Portland, OR
2012
I DON'T BELIEVE IN GLOBAL WARMING
The world needs us...
tenacious

not easily discouraged; persisting in a course of action
Prevention as the Pinnacle is Problematic

#1
Reactive Not Proactive in Advocating for Risk #2
#3 Risk Needs Advocates
U.S. Kids (K-8) usually bike/walk to school:
- 48% in 1969
- 13% in 2009

U.S. Kids (6-11) overweight/obese:
- 35% in 2007
- 13% in 2009

Source: Safe Routes to School National Partnership
Safe: "Free from Harm or Risk"
Success Without a Legitimate Threat of Failure is Illegitimate
Climbing (Rock/ Rappelling) 0.52 injuries per 1,000 Program Days

Cheerleading Practice

1.0 injuries per 1,000 Athlete-Exposures

High School Soccer Practice & Competitions

2.43/2.36 injuries per 1,000 Athlete-Exposures

HS Football: Competition

12.09 injuries per 1,000 Athlete-Exposures

I need a description of your course and its projected risks.

That's impossible.

The course uncertainty principle says that if you understand a course, you won't know its risks and vice versa.

You just made that up.

That doesn't make it wrong.
I (participant and parent/s of a minor participant) understand, acknowledge and agree:

To carefully read all HMI program information received, review, complete and sign the provided forms and paperwork and abide by the terms of those documents (e.g. Enrollment Agreement and Medical Forms).

HMI staff are and have been available, should I have questions about the nature and physical demands of these activities and associated risks. Parent/s give permission for their child to participate in all HMI activities and agree to discuss the nature of these activities and risks with their child.

HMI cannot assure participant’s safety or eliminate these risks, and all participants share in the responsibility for their own well-being. HMI requires helmets or other safety gear for some activities. Use of safety gear may prevent or lessen injuries in some instances but is not a guarantee of safety, and injuries can occur even with the use of this gear.

If participant is borrowing, renting or purchasing new or used equipment from HMI, the equipment comes ‘AS-IS’, and HMI disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) with regard to the equipment. Participant agrees to inspect all equipment before use and notify HMI of any apparent problems or defects with the equipment. Information provided here is not complete, and other unknown/unanticipated activities, risks, and outcomes may exist.

Participant is voluntarily participating, with knowledge of the risks, and can do so without causing harm to himself/herself or others. Therefore, participant (and parent/s of minors) assume and accept full responsibility for the participant for the inherent or other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant (and parent/s of minors) resulting from those risks and/or resulting from the participant’s negligence or other misconduct.

Release and Indemnity Agreement: Please read carefully! This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent/s for themselves and for and on behalf of their participating minor child) agree as follows:

(1) to release and agree not to sue HMI, with respect to any and all claims, liabilities, suits or expenses (including attorneys’ fees and costs) [hereafter ‘claim’ or ‘claim/s’, for any injury, damage, death or other loss in any way connected with my/my child’s enrollment or participation in HMI activities, use (including rental or purchase) of any equipment, and/or use of any facilities or premises. I understand that in signing this Document, I, my child and anyone acting on my or my child’s behalf, surrender our respective rights to make a claim against HMI as a result of any injury, damage, death or other loss suffered by me or my child;

(2) to defend and indemnify (‘Indemnify’ meaning protect by reimbursement or payment) HMI, with respect to any and all claim/s: a) brought by or on behalf of me, my child or a family member for any injury, damage, death or other loss in any way connected with my/my child’s enrollment or participation in HMI activities, use (including rental or purchase) of any equipment and/or use of any facilities or premises; and/or, b) brought by a co-participant or any other person, for any injury, damage, death or other loss to the extent caused by my/my child’s gross negligence, or willful, wanton or criminal act(s) or error(s) in participating in HMI activities and/or using any equipment, facilities or premises.

This Release and Indemnity Agreement also releases HMI from all other risks and issues and is not limited to the above.

This Release and Indemnity Agreement is not to be construed as a contract or warranty and does not affect any other written or oral representations or agreements. The provisions of this Release and Indemnity Agreement are severable and if any section thereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remaining provisions, and those provisions shall be interpreted and enforced to the fullest extent permitted by law.

I agree that Colorado substantive law (without regard to its conflict of laws or other aspects of my relationship with HMI, and agree that any mediation, suit or other actions are subject to and within the jurisdiction of the State of Colorado. I will attempt to settle any dispute through mediation before a lawsuit is filed.

It shall not affect the enforceability of the remaining provisions, and those provisions shall be interpreted and enforced to the fullest extent permitted by law.
WOAH!
there has been an avalanche

Watch for last seen point

Organize: switch beacon to Search

Action: Search
RISK = LIKELIHOOD \times SEVERITY
Risks Outweigh Benefits

Benefits Outweighs Risks

be mindful in the middle.
↓Likelihood & ↓Severity

SPEED LIMIT 55
↓Likelihood & ↓Severity
DECISION MAKING

Leader decides

Group decides

VOTE

Consensus

Needs to be defined

LEVEL OF GROUP OWNERSHIP

AMOUNT OF TIME TO MAKE DECISION

DECREASING

INCREASE
RISK HAS A STARRING ROLE IN EDUCATION
Risk is a pedagogical tool we use...
The world needs us...
THANK YOU!

Comments
Questions
Discussion

Now to some scenarios...
Scenarios Set-up

Groups of 4

2-4 roles for each scenario

Appropriately fill-in the story and fill-out the role from the scenario outlines provided

As appropriate, TALK ABOUT RISK – MAKE THE CASE

Non-participants: observe & lead debrief

1-2 minute role play in the scenario (short)

1-2 minute de-brief (facts, feelings, future)

3-5 minute discussion in your group
Scenario #1: Large University in the midst of school wide budget cuts, 10-15% across the board. After exchanging 7 e-mails and 3 voicemails you are finally at the meeting to discuss the outing club budget.

**VP for Student Affairs**
You must implement the cuts. The outing club doesn't serve that many students except for leading first year student orientation trips which are popular and effective. You are wearing your lucky loafers. Other person is wearing grimy sandals and toe nails gross you out...

**Outdoor Programs Coordinator**
Any cut will mean you have to decrease your student leader training program. Students lead first year trips because then they can lead more advanced trip (a pre-requisite). You are wearing your lucky "Chaco's". The other person is wearing shiny Penny Loafers with an actual penny in them...
Scenario #2: On a recent middle school winter ski trip to a hut the group triggered a slide that almost hit the entire group. You are at a special evening "PTA" meeting to discuss this "near-miss," the merits of the trips program, and the future of the trips program.

Teacher & Trips Prog. Manger
Very enthusiastic about the trips programs. Every kid benefits. You think driving to athletic-events is a greater risk!

Parent of 6th Grader
School can't require attendance. Some of the trips are unsafe! Move the resources to the gifted & talented program.

Parent & Board Member
Long successful history of outdoor trips – vital part of the school culture. 3 of your kids benefited from the trips.

Principal of the School
Not sure your staff are qualified to lead some of the trips. Maybe they should be optional? Can't imagine eliminating trips.
Scenario #3: Experiential Education center at an advance meeting to determine the nature of the specific activities for an upcoming 1-day training, an ongoing part of an annual regional Community College Business Leaders Leadership Development Program.

**College President**

Excited about experiential education component of the program. You are a *very experienced mountaineer* having summited several 2,500 ft. peaks. You are a risk taker at heart (went skinny dipping once in college!)

**Lead. Prog. Director**

Past participants have complained re time allocated to experiences over content. Many participants not particularly able-bodied or athletic. Program enrollment low, can't scare anyone off. You are a pragmatist & realist.

**EE Center Director**

Groups really benefit from your high ropes course element – always a success. Your staff love running the high ropes course and dislike the low elements. You need the business in the down economy.
Sentence Completion Exercise in scenario groups to one another:

Next time I talk about risk, I will ______.

I plan to advocate for risk at my organization/institution by ______.
Action Steps (aka Goals for this presentation)

Prepare and deliver a presentation to your supervisor, board etc. advocating for appropriate risk taking at your institution.

Discuss with your staff your organization's imperative and cultural tolerance regarding providing and managing risks.

Train staff on key talking points regarding the value of appropriate risk taking to use with internal and external audiences.
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Thank You! High Mountain Institute
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