

WILDERNESS MEDICINE STUDENT AGREEMENT

(INCLUDING ACKNOWLEDGEMENT & ASSUMPTION OF RISKS & AGREEMENTS OF RELEASE AND INDEMNITY)



Please read this document carefully. It must be signed by all students and a parent or guardian if the student is a minor. “Student” includes adult and minor students. In consideration of the services provided by the National Outdoor Leadership School, hereafter referred to as NOLS, **I agree, for myself (and for the minor student if I am signing as a parent or guardian), to the following:**

ACTIVITIES AND RISKS

I understand that NOLS Wilderness Medicine courses are taught in classroom and outdoor settings and acknowledge that the activities of the course have risks, some of 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 the activities and promote our educational objectives 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.

- NOLS activities may be strenuous, physically and emotionally.
- **NOLS Wilderness Medicine courses may occur in remote places.** They may occur on lands open to the public, and exposed to the acts of persons not associated with NOLS. Communication and transportation may be difficult and medical care may be delayed.
- **Physical activities include,** but are not limited to, walking, running, hiking, repetitive lifting, and carrying. At times students will be in close physical proximity to one another or instructors. Certain activities will require travel by foot and other means, over improved and unimproved roads, hiking trails and rugged off-trail terrain including downed timber, river crossings, snow and ice, steep slopes, slippery or loose rocks, and other features. The risks of these activities include falling, drowning, becoming lost, and others usually associated with such activities or travel, including environmental risks. **Environmental risks and hazards include,** but are not limited to, flowing, deep and cold water; harmful or disease-carrying insects, snakes, predators and other animals; falling and rolling rock; lightning, falling timber; weather which may change to extreme conditions quickly or unexpectedly and other forces of nature such as, but not limited to, earthquakes, landslides, tsunamis, wildfires, and wildfire smoke.
- **Possible injuries and illnesses include** cuts, skin infections; sprains, strains, fractures; sunburn, bites or stings; allergic reactions; injuries or illness from extreme heat or cold; dehydration, communicable and other infectious diseases from insects, animals, or people such as diarrhea, flu-like or respiratory illness, and other debilitating or life-threatening conditions including COVID-19 and other diseases.
- Equipment may fail or malfunction.
- Students will participate in realistic simulated injury and illness scenarios and will at times act the role of patient, being handled, carried, and otherwise treated as patients of a simulated medical emergency. Students will also use and practice with various medical equipment. Training, under close staff supervision, may include the option of injecting, and being injected, by fellow students. **Risks associated with this training include** being inadvertently stuck by a needle, being dropped or otherwise mishandled while being carried; being touched while acting the role of patient in a scenario; and emotional distress in response to training scenarios.
- Emergency Medical Technician (EMT) course students will spend time at regional hospitals in contact with patients. Risks include those associated with contact with sick or injured patients.
- NOLS may require students to arrange their own transportation to locations away from the primary classroom for training in practice scenarios or at local hospitals or to and from the course area. This travel is not supervised by NOLS and includes the use or sharing of personal vehicles that are not owned or controlled in any way by NOLS.
- 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, their behavior, the environment, terrain, water and weather conditions, natural hazards, travel routes, and medical conditions.
- **NOLS is not responsible for students, including minors, before and after their course** (per stated beginning and ending dates and times) or after early departure due to expulsion or separation. On some courses, students, including minors, may have “free” time in a town or other locations. NOLS has no responsibility for students during this free time, and students accept the risks that arise from this unsupervised free time. NOLS staff may from time to time provide assistance or even accompany students in free time activities, but in doing so, they are acting as private individuals, and NOLS is not responsible for their conduct.
- During the established class time students are considered to be “participating” in their course. Participation includes, but is not limited to, involvement with activities, time spent studying or practicing techniques, and formal classes.
- NOLS Wilderness Medicine courses are instructional in nature. Students accept the risks of instructional activities, which are intended to challenge students to expand their skills and judgment.
- NOLS Wilderness Medicine courses outside the United States may be exposed to laws, legal systems, customs and behaviors, and to animals, diseases, and infections not common to the United States. Courses in any country may be subject to dangerous road travel, political unrest, riots, demonstrations, banditry, terrorism, and other criminal conduct, including drug related activities.

I have read and understand the general information about NOLS and its courses including NOLS Wilderness Medicine’s Admission Policies and other pre-course information made available to me through the NOLS website or provided by the course sponsor. The staff of NOLS has been available to more fully explain to me the nature and demands of the activities in which I/the minor student will be engaged, and the inherent and other risks of the NOLS activities.

ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS

I understand and acknowledge that the description above of the inherent risks of NOLS courses (“Activities and Risks”) is not complete and that other risks, including unknown, unanticipated, inherent and otherwise, may result in injury, illness, death or property loss. I acknowledge that my/the minor student’s participation in this NOLS course is purely voluntary, and I wish to participate/have the minor student 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/the minor student’s NOLS course as well as any other risks of enrolling, participating in, or being present on a NOLS course or during free time.**

AGREEMENTS OF RELEASE AND INDEMNITY

I hereby forever 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 including breach of contract or claims of loss or damage to person or property by reason of injury, disability, death, or otherwise, suffered by me/a minor student for whom I sign, arising in whole or part from my/the minor student’s enrollment, participation, or presence on a NOLS course. **I agree further to indemnify Released Parties (“indemnify” meaning to defend, and to pay or reimburse including costs and attorney’s fees)** against any claim by me, the minor student, a member of my/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 or caused by me/the minor student in connection with my/the minor student’s enrollment, participation in, or presence on a NOLS course. This release and indemnity includes any and all claims arising before or after the course or during any free time. **These agreements of Release and Indemnity are intended to be enforced to the fullest extent permitted by law and include claims of negligence, but not claims of gross negligence or intentionally wrongful conduct where those claims are permitted.**

OTHER PROVISIONS

I understand that it is my responsibility to decide if the course is appropriate and if I/the minor student can participate fully and safely. NOLS is authorized to obtain or provide emergency evacuation, hospitalization, surgical or other medical care for me/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 medical and mental health advisors by way of NOLS written medical protocols. Any third-party medical care provider, including a rescuer, is authorized to exchange pertinent medical information with NOLS. Costs associated with medical services, including evacuation shall be borne by me.

NOLS may from time to time use the services of private contractors for certain tasks, including, for example, food service. NOLS is not responsible for the acts or omissions of such contractors.

NOLS uses students’ names, photos, and other images, in promotional material, videos, and press releases.

I agree to be responsible for any damage I/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.

Any dispute between me/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 I consent to jurisdiction in Wyoming. 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 page and understand and voluntarily agree to its terms, which shall be binding upon them, their heirs, estate, executors, and administrators. Any modifications of this agreement must be approved by NOLS in writing. I intend an electronic signature or an electronic copy of my signature to be as valid as an original handwritten signature.

Student Signature

Age

_____/_____/_____
_____/_____/_____

Date Signed

Printed Name

If the student is under 18 years of age (or if the student is a resident of Alabama and is under 19 years of age) (or if the student is a resident of Mississippi and is under 21 years of age), one parent or guardian must also sign. I agree for myself, and on behalf of the minor student, to all terms in this agreement. I have legal authority to act on behalf of the minor student.

Parent/Guardian Signature

_____/_____/_____
_____/_____/_____

Date Signed

Printed Name