

STUDENT AGREEMENT

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



Student Name (Print)

Application ID #

Please read this document carefully. It must be signed by all students and a parent or guardian if the student is a minor as defined on the last page. “Student” includes adult and minor students. In consideration of the services provided by the National Outdoor Leadership School, (“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 courses primarily live, camp and travel out of doors, but may also include indoor classrooms. Activities vary from course to course and can include, but are not limited to, camping, hiking, and backpacking through mountainous and other terrain; mountaineering and climbing on rock cliffs, steep snow, ice or glaciers; horse riding or horse packing; skiing, or snowboarding; canoeing, kayaking, and rafting on whitewater and flatwater rivers or lakes; ocean sea kayaking and sailing; fishing; and caving. Some courses may perform service work such as trail building or participate in cultural exchange activities where students live with local host families, which may include doing farm or ranch chores.

I further understand and acknowledge that the activities of the courses 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 these 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 of NOLS courses:

- NOLS activities may be strenuous, physically and emotionally.
- **NOLS courses usually occur in remote places.** They occur on lands open to the public and exposed to the acts of persons not associated with NOLS and who may pose risks. The remote locations may be many days from medical facilities. Communication and transportation are difficult and **evacuations and medical care may be significantly delayed.**
- **Physical activities** include, but are not limited to, walking, backpacking, including crossing rivers on foot; climbing cliffs, steep slopes, and trees; paddling boats; repetitive lifting, and use of hand tools. At times students will be in close physical proximity to one another or instructors. Certain activities will require travel 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, high mountain passes, snow and ice, steep slopes, slippery or loose rocks, steep or crevassed glaciers, ocean tides, currents, waves, surf, and reefs. **Travel risks** include collision, falling, capsizing, becoming lost, and other risks usually associated with such travel, and environmental risks.
- **Environmental risks and hazards** include, but are not limited to, flowing, deep and/or cold water; harmful or disease-carrying insects, snakes, predators, and other animals; falling and rolling rock; lightning, avalanches, flash floods, 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.
- Meals are prepared over portable gas stoves and open fires which pose the risk of burns. Water may require disinfection before use. Contaminated water may cause health problems. Students with food allergies or

sensitivities may come in contact with offending food types.

- **Injuries** may include, but are not limited to, burns, cuts, skin infections, sprains, strains, fractures, frostbite, immersion foot, sunburn, drowning, and other injuries from slips, falls, lifting and exposure to the environment. Horse activity risks also include being kicked, bitten, thrown by, falling off, or otherwise being injured by a horse. **Illnesses** may include, but are not limited to, allergic reactions, hypothermia, high altitude illnesses, heatstroke, 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.
- On most courses wilderness first aid training is conducted and students may participate in realistic simulated injury and illness scenarios and will at times act in the role of patient, being handled, carried and otherwise treated as patients of a simulated medical emergency. Risks may include being dropped or otherwise mishandled while being carried; being touched while acting in the role of patient in a scenario; and emotional distress in response to training scenarios.
- On courses that include a wilderness medicine training module through NOLS Wilderness Medicine, students may also use and practice with various medical equipment.
- On courses that include a wilderness EMT module students will spend some of their time at local hospitals in contact with patients. Risks include those associated with contact with sick or injured patients.
- Certain courses, such as those with EMT modules or Leave No Trace courses, students need 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, students' capabilities, their behavior, the environment, terrain, water and weather conditions, natural hazards, travel 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 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 evacuation, expulsion, or separation. On some courses, students, including minors, may have "free" time in a town or other locations out of the field while in transition from one field section to the next. 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 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, between the stated start and end dates and times, except during free time as described above, students are considered to be "participating" in their NOLS course. Participation includes, but is not limited to, involvement with activities, time spent at rest and while sleeping, and during formal classes. However, **NOLS cannot continually monitor the behavior and activities of students and students must accept responsibility for themselves and others and accept the risks, including when not under the direct supervision of NOLS staff.**
- NOLS 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.
- NOLS courses are instructional in nature. Students accept the risks of instructional activities, which are intended to challenge students to expand their skills and judgment.

I have read and understand the general information about NOLS and its courses on the NOLS website which

includes, but is not limited to: NOLS Admission Policies, Risk Management at NOLS, the NOLS Learning Goals and Objectives, the NOLS Student Handbook which includes the NOLS Positive Learning Environment description, the course description for my/the minor's specific course and other materials provided by NOLS in print or electronic form describing or related to my/the minor's course. **I agree to the terms and policies stated in all the above-mentioned materials.** The staff of NOLS has been available to more fully explain the nature and physical demands of the activities in which I/the minor student will be engaged, and certain inherent and other risks of the NOLS activities.

ACKNOWLEDGMENT 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, including unknown or unanticipated, risks, 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/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.** For activities that occur on National Park Service and U.S. Forest Service Region Four lands and to the extent required by law, the above acknowledgement and assumption of risks is limited to assuming only the inherent risks.

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 attorney's fees and costs)** 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 in 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.** Nothing in this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement shall be interpreted as me/the minor student releasing NOLS from liability for injuries, damage, death, or other loss to me/the minor student or others that may occur within the jurisdiction of the National Park Service and U.S. Forest Service Region Four and is caused by NOLS' negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to NOLS' judgments and decisions, or NOLS' failure to take reasonable precautions to ensure it provides me/the minor student with safe and defect-free equipment.

OTHER PROVISIONS

I verify (after conferring with my/the minor student's physician and/or other medical professionals, if necessary), that I have/the minor student has no past or current physical or psychological condition that might affect my/the minor student's ability to participate without causing harm to myself/the minor student on the course. I understand the student's health form will be viewed, as necessary, by NOLS admission staff, course instructors, and certain other staff. The medical information given to NOLS is accurate and all pertinent medical or mental health conditions have been disclosed. Prior to the commencement of the course, NOLS will be informed of any medical conditions that have not been previously disclosed or any changes in conditions or medications. I understand that NOLS' admission of me/the minor student to the course is not intended as a representation that I/the minor student can participate safely or that NOLS staff will be able to manage successfully a medical event or emergency related to a disclosed, or undisclosed, medical or mental health condition. I understand that it is my responsibility, in

conjunction with my/the minor student's healthcare provider, to decide if the course is appropriate and that I/the minor student can participate fully. However, NOLS reserves the right to refuse admission or remove a student from a course for any reason it deems is in the best interests of the student or NOLS.

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.

I understand that NOLS will gather student feedback for program improvement, including routine end-of-course program evaluations and occasional pre-course and post-course measures related to knowledge about the NOLS curriculum, with the expectation that sources remain anonymous in any publication of these findings.

NOLS may from time to time use the services of private contractors for certain tasks, including, for example, transportation to and from course areas or in the event of an evacuation from the field. NOLS is not responsible for the acts or omissions of such contractors.

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 stored at NOLS facilities.

If during my NOLS course I/the minor student voluntarily withdraw, am/are evacuated or expelled, or if NOLS needs to discuss issues related to my/the minor student's participation, NOLS may contact a parent, guardian, or emergency contact person.

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 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. 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

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

_____ /_____/_____
Parent/Guardian Signature Date Signed

Please return all four pages of this document to NOLS.