

# STUDENT AGREEMENT

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



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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. "Student" includes adult and minor students, unless indicated otherwise. 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 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, whitewater kayaking, rafting, and canoeing, sea kayaking, ocean sailing, horsepacking, skiing, snowboarding, fishing, caving, and service work such as trail building. 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, hiking, backpacking, climbing, paddling, repetitive lifting, and use of hand tools. 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, 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, but are not limited to, flowing, deep and/or cold water; harmful 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 quickly or unexpectedly. Possible injuries and illness include hypothermia, frostbite, immersion foot, high altitude illnesses, sunburn, heatstroke, dehydration, insect or animal-borne diseases, and other mild or serious conditions.
- Camping risks include, but are not limited to, injuries such as burns and cuts, sprains, strains and other injuries from slips, falls, and lifting, and illnesses including diarrhea and flu-like illness. 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.

- 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 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; unwelcome touching while acting in the role of patient in a scenario; and emotional distress in response to training scenarios.
- In addition, on courses that include a wilderness medicine training module through NOLS Wilderness Medicine, students may also use and practice with various medical equipment.
- In addition, on courses that include a wilderness EMT module (Wilderness Rescue Semester) that is taught in town, students will spend some of their time at local hospitals in contact with patients. They also may need to arrange their own transportation to locations away from the primary classroom to practice scenarios or training at local hospitals. This travel is not supervised by NOLS and includes the use of personal vehicles and/or carpooling in vehicles 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, 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). 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, whether or not under the direct supervision of NOLS staff.
- NOLS courses 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 courses 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, the NOLS Viewbook, student handbook, learning goals and objectives and other NOLS enrollment materials. This information includes NOLS' Admission Policies, the statement titled Risk Management at NOLS, the course description and other material provided by NOLS describing or related to my 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 (or the minor student) 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’ courses 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 (or the minor student’s) participation in this NOLS course is purely voluntary, and I wish to (or 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 (or 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 land 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 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, participation, or presence on a NOLS course. **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 or caused by me (or by the minor student), in connection with my (or 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. 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 release and indemnity provisions are limited to claims arising from my (or the minor student’s) acts or omissions.**

## OTHER PROVISIONS

I have verified with my (or the minor student’s) physician and other medical professionals, or otherwise satisfied NOLS, that I have (or the minor student has) no past or current physical or psychological condition that might affect my (or the minor student’s) participation on the course, other than as described on the health form submitted to NOLS. I understand my health form will be viewed, as necessary, by NOLS admissions staff, course instructors, and certain other staff. I am (or the minor student 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 or any changes in medical conditions or medications. 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 medical 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.

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. NOLS is not responsible for the acts or omissions of such contractors.

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.

If during my NOLS course I voluntarily withdraw or am expelled, NOLS reserves the right to notify a parent, guardian, or emergency contact person.

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 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.**

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 Student Signature Age Date Signed

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), at least one parent or 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.

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 Parent/Guardian Signature Date Signed

**Please return all four pages of this document to NOLS.**