

# STUDENT AGREEMENT

## (INCLUDING ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS AND 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, 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 Wilderness Medicine courses are taught in classroom and outdoor settings. The outdoor portions will occur during the day or at night in various types of environments from grass lawns to rugged wilderness-like terrain. I acknowledge that the activities of the course 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 and promote our educational objectives can cause loss or damage to equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability, or death. I understand that NOLS considers it important for me to know in advance what to expect and to be informed of the activities' inherent risks. The following describes some, but not all, of those 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 evacuations and medical care may be significantly delayed.
- Physical activities include, but are not limited to, walking, running, hiking, repetitive lifting, and carrying. Certain activities will require travel by foot and other means, over unimproved roads, hiking trails and rugged off-trail terrain including downed timber, river crossings, snow, ice, steep slopes, slippery rocks, and other features. These travel risks include falling, drowning, becoming lost, and others usually associated with such travel, including environmental risks.
- Environmental risks and hazards include, but are not limited to, flowing, deep and cold water; harmful insects, snakes, animals; falling and rolling rock; lightning, falling timber, and unpredictable forces of nature, including all types of weather which may change to extreme conditions without notice. Possible injuries and illnesses include wounds or bruises; bites or stings and insect or animal-borne diseases; sunburn, hypothermia, frostbite, heatstroke, dehydration, and other mild or serious conditions.
- 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; unwelcome touching 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. 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 from which further activities will be conducted. 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.
- NOLS is not responsible for students, including minors, before the start and after end dates of their course. Between the start and end date of the course students are not supervised before or after the established class time. Students may have homework assigned for after class, but this is not supervised by NOLS. NOLS has no responsibility for students and students accept the risks that arise from this unsupervised time. NOLS staff may from time to time provide assistance or even accompany students during unsupervised time, but in doing so, they are acting as private individuals, and NOLS is not responsible for their conduct.
- 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.
- During the established class time students are considered to be "participating" in their NOLS Wilderness Medicine course. Participation includes, but is not limited to, involvement with activities, time spent studying or practicing techniques, and formal classes.
- NOLS Wilderness Medicine courses in foreign countries may be exposed to laws, legal systems, customs and behaviors, 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.

I have read and understand the general information about NOLS and its courses including NOLS Wilderness Medicine's Admission Policies made available to me through the NOLS website. I acknowledge that the staff of NOLS has been available to more fully explain to me the nature and physical demands of my NOLS Wilderness Medicine course and the inherent risks, hazards, and dangers associated with this course.

### Acknowledgement 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 or 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. **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

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 such third-party medical care provider is authorized to exchange pertinent medical information with NOLS. Costs associated with medical services, including evacuation shall be born by me.

NOLS may from time to time use the services of private contractors for certain tasks, including, for example, transportation and food service. 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 the property of NOLS or others. NOLS is not responsible for loss, theft, or damage to a student's personal belongings at any time during the course, including storage by NOLS or others.

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 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.

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Student Signature                      Age              Date Signed                      Print 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), 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 or Guardian Signature                      Date Signed                      Print Name