

Wilderness Medicine Institute

AN INSTITUTE OF THE NATIONAL OUTDOOR LEADERSHIP SCHOOL

In consideration of the services of The Wilderness Medicine Institute of The National Outdoor Leadership School ("WMI"), I, joined by my parents or guardian if I am under eighteen years of age, agree and acknowledge as follows:

ACTIVITIES AND RISKS

Although WMI has taken reasonable steps to provide me with appropriate equipment and skilled staff for the course for which I have registered, I acknowledge that the activities of the course have risks, including certain risks, which cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I understand that WMI does not want to frighten me or reduce my enthusiasm, but 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.

- WMI courses may occur in remote places, many days from medical facilities. Communication and transportation are difficult and sometimes evacuations and medical care may be significantly delayed.
- Equipment may fail or malfunction, despite reasonable maintenance and use.
- Travel is by vehicle, snowshoe, snowmobile, skis, foot and other means, over rugged unpredictable off-trail terrain and improved and unimproved roads, including boulder fields, downed timber, rivers, rapids, river crossings, high mountain passes, snow and ice, steep slopes, slippery rocks, ocean tides and currents, waves and surf. Attendant risks include collision, falling, drowning and others usually associated with such travel, including environmental risks.
- Environmental risks and hazards include rapidly moving, deep or cold water; insects, snakes, and predators, including large animals; falling and rolling rock; lightning, avalanches, flash floods, falling timber, and unpredictable forces of nature, including weather which may change to extreme conditions without notice. Possible injuries and illnesses include hypothermia, frostbite, non-freezing cold injury, high altitude illnesses, sunburn, heatstroke, dehydration, and other mild or serious conditions.
- WMI activities are conducted indoors and outdoors, day and night. Physical activities include running, sustained climbing, hiking and repetitive lifting. They also include realistic simulated medical injury and treatment situations.
- WMI activities may involve travel to locations away from the primary classroom. Travel is not supervised by WMI and includes the use of personal vehicles and/or carpooling in vehicles not owned or controlled in any way by WMI. WMI has no responsibility for any incident arising out of such travel.
- Decisions are made by the instructors and students usually in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to reasonable errors in judgment. Misjudgments may pertain to, among other things, a student's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
- WMI participants, including minors, will have unsupervised free time before, during and after their course. Free time activities are not part of the WMI program and are at the sole risk of the participants. WMI has no responsibility for such activities. WMI staff may from time to time provide assistance or even accompany participants in these free time activities, but in doing so, they are acting as private individuals, and not for WMI, and WMI is not responsible for their conduct.
- WMI programs 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 acknowledge that engaging in this program may require a degree of skill and knowledge not required in other activities, and that I have responsibilities as a student for managing risks to which I and others may be exposed. I acknowledge that WMI activities are instructional in nature and I expect to be challenged to expand my skills and judgment. I acknowledge that the staff of WMI has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS

I understand that the description above of the risks is not complete and that other unknown or unanticipated risks, inherent or otherwise, may result in property loss, injury, illness or death. I expressly acknowledge and assume the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with knowledge of the inherent risks.

I represent that I am fully capable of participating in the program, without causing harm to others or myself. Therefore I assume and accept full responsibility for me and for injury, death and loss of personal property and expenses suffered by me and them as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence or otherwise wrongful conduct in participating in these activities.

In further consideration of the services of WMI I (joined by my parents or guardian if I am under eighteen years of age,) acknowledge that I have read and understand the Activities and Risks, above, and confirm its representations and agree to all its provisions as though they were fully set forth again here. In addition, except with respect to an injury or loss that occurs on public lands whose rules and regulations prohibit doing so, I acknowledge and expressly assume **all other** risks of the course and any other activity of WMI, whether those risks are known, unknown, inherent or otherwise.

(NOTE: The U.S. National Park Service and certain other managers of federal lands do not allow service providers such as WMI to be released by their students from liability for negligent conduct. On those lands, WMI is limited to the Acknowledgement and Assumption of Inherent and Other Risks, above. Your course may include travel and activities off these public lands, and WMI seeks an assumption of ALL (not only inherent) risks, and the following agreements of release and indemnity.

AGREEMENTS OF RELEASE AND INDEMNITY

If I am an adult student, or the parent or guardian of a minor student, I agree, to the fullest extent allowed by law, for myself and on behalf of the minor child, if any, as follows:

a) To release and discharge WMI, its owners, its agents, employees, trustees, officers, course sponsors, contractors, and all other persons or entities associated with it and its activities (individually and collectively referred to as "Released Parties") from any and all claims of injury, disability, death or other damage or loss which I or the minor child may suffer, arising out of or in anyway related to my, or the minor child's, enrollment or participation in the activities of WMI. I understand that in signing this document I, for myself and the minor child, surrender all rights to make a claim or file a lawsuit against a Released Party, for personal injury, property damage, wrongful death, products liability (including strict liability), breach of warranty or contract or under any other legal theory, except in cases of intentional wrongs or the gross negligence of WMI.

b) To defend and to indemnify (that is, protect by payment or reimbursement, including attorney's fees and costs) any and all Released Parties from any claim which may be brought by the minor child, a co-participant, rescuer or any other person, including a member of my or the minor child's family, asserting a loss, including by reason of my, or the minor child's injury or death, which may arise from or in anyway relate to my or the child's enrollment or participation in the activities of WMI.

The Release and Indemnity described above includes but is not limited to any claim arising out of or in any way related to transportation or other occurrences to and from any activity of WMI, and the use of WMI's equipment or facilities.

The Release and Indemnity described above includes claims arising in whole or in part from negligent acts or omissions of the Released Parties or any of them.

OTHER PROVISIONS

I, (joined by my parents or guardian if I am under eighteen years of age) further agree as follows:

WMI is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me. Any such third-party medical care provider is authorized to exchange pertinent medical information with WMI. Costs reasonable associated with medical services, including evacuation or transportation shall be born by me, if an adult, or by the parent or guardian of a minor student.

Any dispute between WMI and me and/or my parents or guardian shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Wyoming, and any mediation or suit shall occur or be filed only in the State of Wyoming.

If I have any legal dispute with WMI which cannot be settled through discussions between the parties, I will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by Wyoming courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, the dispute will be submitted to binding arbitration through the American Arbitration Association in Wyoming. I also agree to pay all costs and attorneys' fees incurred by WMI in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that WMI is not responsible for the injury or loss.

WMI and persons designated by it may use my photograph for sale or reproduction in any manner WMI chooses, including for advertising display, audiovisual presentations or otherwise.

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.

This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members. Its terms may be varied only by a written instrument signed by the parties.

THE STUDENT AND THE PARENT(S) OR GUARDIAN OF A MINOR STUDENT HAVE READ THIS PAGE AND THE PREVIOUS PAGE AND UNDERSTANDS AND AGREES TO ITS TERMS, INCLUDING THE ACKNOWLEDGEMENTS AND ASSUMPTIONS OF RISKS, AGREEMENTS OF RELEASE AND INDEMNITY AND THE ADDITIONAL PROVISIONS, ABOVE.

_____/_____/_____
Student Signature Age Date Print Name

At least one parent (preferably both) or guardian must sign below if the student is under 18 years of age to reflect their understanding and agreement, for themselves and on behalf of the student, to the provisions of the Acknowledgements and Assumptions of Risks, Agreements of Release and Indemnity and additional provisions, above, including, though not exclusively, their agreements to release and indemnify the Released Parties.

_____/_____/_____
Parent or Guardian Signature Date Parent or Guardian Signature Date