

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

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of Landmark Learning, Inc. their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LL"), I hereby agree to release, indemnify, and discharge LL, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in hiking, camping, backpacking, canoeing, swimming in lakes and/or rivers, and/or individual and group skills workshops, problem solving exercises and personal or professional growth and development training, including clinical and field experiences for EMT students, entails known and unanticipated risks that could result in physical or emotional injury or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks may include, among other things: Strenuous physical activity; slips and falls; sprains, strains, broken bones; inclement weather; other participants' and/or my own negligence; emotional stress; drowning; or death. Furthermore, LL facilitators have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless LL from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of LL's equipment or facilities.

4. Should LL or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I understand that LL does not provide health insurance for students of their courses. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against LL, I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I further agree that the place of this release, its situs and forum, will be Jackson County, North Carolina, and it is said county and state for all matters whether sounding contract or tort relating to the validity, construction interpretation, and enforcement of this release be determined. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against LL on the basis of any claim from which I have released them herein. I also acknowledge that I have fully satisfied myself as to the nature of the activity or activities in which I will be participating, the risks associated with each such activity, and my responsibility to know my own limits. In the event of illness or injury, consent is hereby given to provide emergency medical care, hospitalization, or other treatment that may become necessary.

I have had sufficient opportunity to read this entire document. I understand it, and I agree to be bound by its terms.

Signature of
Participant: _____ Print Name: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by LL to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless LL from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of
Parent or Guardian: _____ Print Name: _____ Date: _____

PHOTO/MEDIA RELEASE

I grant Landmark Learning, Inc., the right to use, reproduce, assign and/or distribute photographs, films, electronic files, and sound recordings of me for use in materials they may create.

Signature: _____ Print Name: _____ Date: _____

HEALTH INFORMATION

Disclosure: The information requested is intended to help alert staff to pre-existing medical conditions in the event you have a medical emergency while on course, and will be held in confidence. Circle "yes" or "no" for each item below.

Do you have any limiting physical or health concerns - temporary or permanent - that you or your doctor feel would limit your participation in a LL course? **Yes / No**

Do you have any chronic or recurring injuries? **Yes / No**

Are you currently taking any medication? **Yes / No**

Do you have allergies or reactions to any foods, medications, plants, or insects? **Yes / No**

Do you have asthma? **Yes / No**

Do you have diabetes? **Yes / No**

Do you have a history of seizures? **Yes / No**

Do you have a history of cardiac events? **Yes / No**

Are you pregnant? **Yes / No**

If you answered "yes" to any of the above, please explain/describe:

Please list any other concerns or conditions that may affect your participation:

We strongly recommend that you consult your physician or midwife if you are pregnant or have checked off any of the conditions above before participation in your LL course.

EMERGENCY CONTACT INFORMATION

Person: _____ Relationship to You: _____

Phone Numbers: _____ Email: _____

WFA/WMPP RESCUE GEAR LIST

If you have them, bring the following items with you to your course - don't go out and purchase items you don't already have. A daypack with some layers, snacks, and water are sufficient. We try to be outside as much as possible regardless of the weather. Please come prepared so that you are comfortable.

- *Positive attitude ready to share and take in information
- *A Watch with seconds or a seconds hand, pen and small notepad
- *One set of clothes (shirt and pants/shorts) to completely destroy with moulage and shears
- *Rain gear tops and bottoms
- *Layers of clothing (so you can take a layer off if you are hot/put one on if you are cold, + extra items for your "patient")
- *Hat - one warm (not made of cotton) and one for the sun
- *Mittens or gloves if it will be cold out
- *Footwear for the environment (close-toed shoes for being out doors/inside sandals are o.k.)
- *Light (flash light or headlamp)
- *Ground cloth or small tarp (6X4 sheet of plastic is fine)
- *Sleeping pad (ensolite, ridgerest, thermarest, Crazy Creek Chair)
- *Bandanas or cordage of any kind
- *You are welcome to bring your toys to improvise with (pfd's, skis/poles, paddles, harnesses, climb rope)
- *Water bottles (1qt or 1 liter) for drinking water
- *Food to snack on to keep your energy up (we'll have big days)
- *Backpack or knapsack to put all this stuff in

***A WFA course can be used to recertify a NOLS WFR cert that is in date or in its grace year.

***If you are a WFR planning to recertify with this course, you MUST bring copies of your current WFR and CPR certifications to the course for instructor review.