



ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT **(Adult residential and multi-day programs)**

INTRODUCTION

PLEASE READ THIS ENTIRE DOCUMENT (hereafter 'Document') CAREFULLY BEFORE SIGNING. In consideration of the services of Teton Science School, Inc., and its agents, owners, officers, employees, representatives, independent contractors and all other persons or entities associated with it (collectively referred to in this Document as 'TSS'), **I agree as follows:**

TSS contracts with individuals or organizations that are independent contractors (not employees or agents of TSS) to conduct certain activities in which participant may engage. Although TSS has made reasonable efforts to locate responsible contractors, these contractors work independently. TSS does not supervise or control these independent contractors and is not legally liable or responsible for their conduct.

PART A: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

TSS educational and adventure activities include, but may not be limited to hiking & backpacking, camping, cross-country skiing, canoeing, snowshoeing, river rafting, sleigh riding, ropes and challenge course activities, instruction (including realistic and simulated experiences) in wilderness first aid and rescue, and travel to and from activities (referred to in this Document as 'activities' or 'these activities'). **Participants may engage in these activities as mandatory or optional segments of the TSS curriculum or during free time on a break, weekend or holiday.** Although TSS has taken steps to provide me with appropriate equipment and skilled staff so I may enjoy an activity for which I may not be skilled, I acknowledge that these activities include risks. **The inherent and other risks, hazards and dangers of these activities can cause injury, property damage, illness, mental or emotional trauma, disability or death.** I understand that TSS does not want to frighten me or reduce my enthusiasm to participate, but thinks it is important for me to know in advance what to expect and to be informed of the risks. **The following describes some, but not all, of those risks, hazards and dangers:**

Risks associated with travel. Travel may be on foot or by vehicle, raft, canoe, sleigh, skis, snowshoes or other means and may be over rough and unpredictable terrain or via lakes, rivers, hiking trails, and roads in snow, sleet, rain or other adverse weather conditions.

Risks connected with geographic location. Activities may take place in remote places several hours or days from medical facilities, causing potential delays in communication, transportation, evacuation and medical care.

The risk that equipment used in an activity may break, fail or malfunction.

Risks present in an outdoor or wilderness environment. These risks include travel in high altitude, mountainous or wilderness terrain both on and off trail. Travel may be subject to lightning, strong winds, fast moving rivers or other water bodies, falling rocks, extremely hot (geothermal) or cold water, snow and ice, avalanche dangers, fallen timber, stinging or disease-carrying insects, wild animals and other natural or man-made hazards. Hazards may not be marked and weather is unpredictable year around.

Risks involved in decision-making and conduct, including, without limitation, the risk that a TSS staff member, volunteer or contractor may misjudge a participant's capabilities or misjudge medical treatment, weather, terrain, water level or river and/or terrain route location.

Risks regarding conduct. The potential that I, or other participants or third parties (e.g., driver, rescue squad, hospital) may act carelessly or recklessly.

Risks associated with premises. Slippery walkways, uneven ground, ruts, boulders, or other conditions may exist in and around TSS. Participants may engage in TSS chores using TSS tools and materials.

Participants may have free time before and after the start of a course or class and at various other times while they are with TSS.

During both supervised and unsupervised activities, all participants share in the responsibility for their own safety.

Risks associated with cooking and camping. Participants may cook over a gas and are subject to the risk of gas explosion, scalding or other burns. All water must be disinfected or boiled before use.

Risks associated with travel in areas where firearms are allowed, including, without limitation, the risk of being shot or struck by accidental discharge or malfunction of a firearm.

Risks associated with research and service projects. May involve using hand tools, power tools, trail maintenance tools and ladders and working on roof tops.

Such other risks, hazards and dangers that are generally associated with educational and/or outdoor adventure activities.

These and other risks, hazards and dangers may result in participants falling, being struck, colliding with objects or people, experiencing vehicle capsize or collision, reacting to high altitudes and weather conditions, becoming lost or disoriented, suffering gastrointestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause hypothermia, dehydration, frostbite, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis, concussions or other injury, damage, death or loss.

I have accurately completed the appropriate medical information form and reviewed and understand all TSS program information and materials received. I have no undisclosed mental or physical problems or limitations that might affect my ability to participate, and I am fully capable of participating in these activities without causing harm to myself or others. I acknowledge that the TSS staff is, and has been, available should I have other questions about the nature and physical demands of these activities and the risks, hazards and dangers associated with these activities. I understand that TSS staff cannot assure my safety or eliminate any of these risks. **I am voluntarily participating with knowledge of the risks. Therefore, I assume and accept full responsibility for me, for the inherent and other risks of these activities (both known and unknown) and for any injury, damage, death or other loss suffered by me resulting from those risks and resulting from my own negligence or other misconduct.**

PART B: RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Part B contains a Release and Indemnity Agreement and surrender of certain legal rights. Certain federal land agencies do not allow service providers, including TSS, to be released by their clients from liability for injuries or other losses occurring while operating under permit on those federal lands ('restricted federal lands'). Therefore, except to the extent federal policy prohibits me from doing so on restricted federal lands, I agree as follows:

- (1) **to release and to not sue TSS** in regard to all claims, liabilities, suits or expenses, including reasonable costs and attorneys' fees, (hereafter collectively 'claim' or 'claims') in any way connected with my enrollment or participation in these activities or my use of TSS equipment or facilities. **I understand that in signing this Document, I, and anyone acting on my behalf, surrender all rights to make a claim against TSS for any injury, damage, death or other loss suffered by me;**
- (2) **to defend and indemnify** ('indemnify' meaning protect by reimbursement or payment) TSS in regard to all claims:
 - (a) brought by or on behalf of me, my child or a family member for any injury, damage, death or other loss to me in any way connected with my enrollment or participation in these activities or use of TSS equipment or facilities; and/or,
 - (b) brought by a co-participant or any other person for any injury, damage, death or other loss to the extent caused by my conduct in the course of participating in these activities or using TSS equipment or facilities.

This Part B Release & Indemnity Agreement includes any losses caused or alleged to be caused, in whole or in part, by the negligence of TSS (but not its gross negligence or intentional or reckless misconduct) and includes claims for personal injury, property damage, wrongful death, breach of contract or otherwise.

CONCLUSION

I agree that any dispute I have with TSS and all other aspects of my relationship with TSS are governed by the substantive laws of the State of Wyoming (without regard to its conflict of laws rules) and that any mediation, suit or other proceeding must be filed or entered into only in the State of Wyoming. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable mediator listed on the Wyoming court registry of qualified mediators. **I also agree that if I, or someone on my behalf, assert(s) a claim against TSS, I (or my estate) will pay all costs and attorneys' fees incurred by TSS in defending that claim if the claim is withdrawn or dismissed or to the extent a court or arbitrator determines that TSS is not responsible for the injury or loss.**

I authorize TSS staff or contractors to obtain or provide medical care for me or to transport me to a medical facility. **I also authorize** TSS staff, contractors or other medical personnel to render such treatment they consider necessary for my health. **I agree** that TSS has no responsibility for medical care provided to me, and I agree to pay all costs associated with that care and transportation.

Any portion of this Document deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.

I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me and my family members, heirs, executors, representatives and estate.

Participant Signature

Date

Print name here

Course Title (s)

Date of Course(s)