



Teton Science Schools, Inc.: Acknowledgment And Assumption Of Risks & Release And Indemnity Agreement
(Adult and child participants – LONG FORM)

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter 'Document') carefully before signing. All participants 12 years of age and older must sign this Document. For participants under 18 yrs. of age (hereafter sometimes 'minor' or 'child'), one or both parent/s or legal guardian/s (hereafter collectively 'parent/s') must also sign and parent/s may print the name (instead of a signature) for those participants under 12 yrs. of age. In consideration of the services of Teton Science Schools, Inc., and its officers, directors, employees, representatives, agents, volunteers, independent contractors and all other persons or entities associated with it (collectively referred to in this Document as 'TSS'), I (participant and parent/s of a minor participant) acknowledge and agree as follows:

Teton Science Schools contracts with individuals or organizations that are independent contractors (not their employees or agents) to provide some of the services and to conduct some of the activities in which participants may engage. Although Teton Science Schools has made efforts to locate responsible contractors, it does not supervise or control these contractors and is not responsible for their conduct. Participant (and parent/s) acknowledge that they may independently investigate and assess these organizations and activities, if they desire.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

TSS educational and/or adventure and recreation activities on or off TSS premises (which may be scheduled or unscheduled, supervised or unsupervised or occur during free time), including those offered through the variety of TSS programs, may include, but are not limited to: hiking & backpacking; camping; canoeing; swimming; river rafting; cross-country skiing; snowshoeing; sleigh riding; instruction (including realistic and simulated experiences) in wilderness medicine, including first aid and rescue; service and research projects; wildlife and nature observation and travel in vans, chairlifts or other means, or in vans, buses and other vehicles (collectively referred to in this Document as 'activities'). I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as 'risks') of these activities can cause injury, damage, death or other loss to participant or others. Parent/s of minor participants agree to discuss the nature of these activities and risks with their child. The following describes some, but not all of those risks:

Risks associated with travel. Travel may be on foot; by raft, canoe, sleigh, skis, snowshoes; via mechanized travel such as vehicle, airplane, train, boat, snow vehicle, tram, chairlift or by other means and may be over rough and unpredictable terrain or via routes, lakes, rivers, hiking trail and roads in snow, 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 be misused or 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; difficult stream crossings, currents or whitewater; falling rocks; extremely hot (geothermal) or cold weather or water; snow and ice; avalanche dangers; fallen timber; stinging, venomous, or disease carrying animals or insects; poisonous plants; wild animals and other natural or man-made hazards. Hazards may not be marked or visible 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, health or physical condition or misjudge some aspect of instruction, medical treatment, weather, terrain, water level or river and/or terrain route location.

Personal health and participation risks. The risk that participant's mental, physical or emotional condition (disclosed or undisclosed, known or unknown) combined with participation in these activities could result in injury, damage, death or other loss. Although TSS personnel will review participant's health information, TSS cannot anticipate or eliminate risks or complications posed by participant's mental, physical or emotional condition.

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

Risks associated with riding in vehicles. Participants may ride in vans, cars, buses or other vehicles for program purposes. Risks include, but are not limited to vehicular accidents, rollovers or injury associated with extending the body through the roof hatch. Participants must remain seated at all times when the vehicle is moving and must wear seatbelts when available.

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.

Risks associated with cooking and camping. Risks include gas explosion, scalding or other burns associated with cooking over a gas stove or open fire, and water contamination in natural water sources. All water may be contaminated and should be disinfected, filtered 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.

Research and service project risks including, without limitation, risks associated with activities such as handling wild or domestic animals, building, fence removal, digging, lifting, construction, maintenance and repair (including trail work). Projects may involve the use of hand tools, power tools, trail maintenance tools and ladders; chemicals for soils and water quality testing and electronic equipment such as telemetry receivers, GPS units and sensors.

Such other risks that are generally associated with educational and/or adventure and recreation activities.

These and other risks may result in participants: falling; being struck; colliding with objects or people; experiencing vehicle or boat capsizing or collision; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastrointestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause hypothermia, dehydration, heat exhaustion, frostbite, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis, concussions, sunburn or other burns, mental or emotional trauma or other injury, damage, death or loss.

I (participant and parent/s of a minor participant) agree:

- to accurately complete the appropriate TSS forms, to abide by the terms of those documents and to follow all TSS rules and policies;
- to review all TSS program information and materials received, and I understand that TSS staff members are available should I have other questions about the nature and physical demands of these activities or the associated risks;
- If participant has any mental, physical or emotional conditions or limitations which might affect his/her ability to participate, I agree to disclose those to TSS and represent that participant is fully capable of participating without causing harm to him or herself or others;
- During both supervised and unsupervised activities, all participants share in the responsibility for their own safety;
- TSS staff or contractors cannot assure participant's safety or eliminate any of these risks.

Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of minors) assumes and accepts full responsibility for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant (and parent/s of minors) resulting from those risks and/or resulting from participant's negligence or other misconduct.

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. Certain federal land agencies (including the National Park Service and some regions of the U.S. Forest Service) restrict service providers, including TSS, from seeking releases of liability for negligence, for injuries or other losses occurring while operating under permit or concession on those federal lands. Therefore, except to the extent a court determines these federal restrictions are enforceable against TSS as a matter of law, I (adult participant or parent/s for themselves and for and on behalf of their participating minor child) agree:

1) to release and not to sue TSS with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities or use of TSS equipment, facilities or premises. I understand that in signing this Document, I, my child and anyone acting on my or my child's behalf surrender all rights to make a claim against TSS as a result of any injury, damage, death or other loss suffered by me or my child;

2) to defend and indemnify ('indemnify' meaning protect by reimbursement or payment) TSS with respect to any and all claim/s:
(a) brought by or on behalf of me, my child, spouse or other family member for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities or use of TSS equipment, facilities or premises; 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/my child's conduct in the course of participating in these activities or using TSS equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s resulting from TSS' negligence (but not its willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment or treatment), property damage, breach of contract or any other claim.

CONCLUSION

I (participant and parent/s of a minor participant) agree that Wyoming substantive law (without regard to its conflict of laws rules) governs this Document, any dispute I have with TSS and all other aspects of my relationship with TSS and that any mediation, suit or other proceeding must be filed or entered into only in Teton County, Wyoming. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Wyoming mediator. I authorize TSS staff, representatives, contractors or other medical personnel to obtain or provide medical care for participant, to transport participant to a medical facility and to provide treatment they consider necessary for participant's health. I agree to pay all costs associated with that care and transportation. I agree to the release (to or by TSS) of any medical records necessary for treatment, referral, billing or insurance purposes. I authorize TSS to use my or my child's photo or image in any manner, for advertising, display, audiovisual, electronic or other use. This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

Participant and parent/s of a minor participant agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members and my heirs, executors, representatives and estate. *One or preferably both parent/s must sign below for any participating minor (those under 18 yrs. of age).*

Participant Signature (*parent/s may print name for those participants under 12 yrs. old*) _____ Date _____ Print name here _____

Parent 1 _____ / Parent 2 _____
Parent or Legal Guardian Signature _____ Date _____ Print name here _____ / Parent or Legal Guardian Signature _____ Date _____ Print name here _____