



Teton Science Schools, Inc.: Student and Participant Agreement

*(including a release of liability and indemnity provisions)
Please read this entire Agreement carefully before signing.*

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 Agreement as "TSS"), I (**participant and parent or legal guardian ("parent") of a minor participant ("my child")**) **for myself and on behalf of my child acknowledge and agree to the provisions in this Agreement. I 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. 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;
- I share in responsibility for my own safety during supervised activities, I am solely responsible for my own safety during unsupervised activities.

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

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

This form is intended to cover many TSS programs and thus refers to many activities. The activities in which I (or my child) will participate depend on my (or my child's) program and will be age appropriate. "Field Learning" refers to activities that occur outside of a traditional, indoor classroom setting. If I have questions about what I (or my child) will be doing, I will ask for more information. **All of the activities in the TSS program are collectively referred to in this Agreement as "activities."** TSS activities on or off TSS premises (which may be supervised or unsupervised or occur during free time before, during, or after course), may include but are not limited to:

Field Learning activities may include:

- Hiking; camping, backpacking, swimming; river rafting; cross-country skiing; snowshoeing; sleigh riding; wildlife and nature observation in or outside vehicles.
- Travel on foot, by boat, raft, canoe, sleigh, skis, snowshoes, in trams, chairlifts, vans, buses, airplanes, trains, over snow vehicles, snowcoaches, and other vehicles.
- Travel in high altitude (above 6,000 feet), mountainous or wilderness terrain, over rough and unpredictable terrain, on or off trail, or via lakes, rivers, hiking trails and roads in snow, rain or other adverse weather conditions.
- Remote locations several hours from medical facilities, causing potential delays in communication, transportation, evacuation, and medical care. Activities may be in areas where hunting is permitted.
- Research, service, and farm and garden projects that may include handling wild or domestic animals, building, fence removal, digging, lifting, gardening, construction, maintenance and repair (including trail work). Projects may involve the use of hand tools, power tools, and trail maintenance tools, and ladders.

Challenge Course activities may include: leadership or team building games and initiatives; the use of poles, ropes, cables, zip lines, ladders, platforms, swings, a climbing wall, harnesses, and other natural or manmade elements, over and on which participants move, with or without assistance from staff or other participants; belaying, rappelling, and trust falls; and may take place while elevated 45 feet above the ground.

Inherent risks are those that cannot be eliminated without fundamentally altering the essential nature of the activities. The inherent and other risks, hazards, and dangers are collectively referred to in this Agreement as "risks." 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 the inherent risks of TSS programs:**

Field Learning activities may be subject to hazards that are not marked or visible and unpredictable weather. Risks include those associated with activities that may take place in/during/around: lightning; strong winds; fast moving rivers or whitewater; difficult stream crossings or currents; falling rocks; extremely hot (including geothermal) or extremely cold weather or water; snow and ice; avalanche dangers; fallen timber; stinging, venomous, or disease-carrying animals or insects; poisonous plants; wild animals; communicable diseases or illness including COVID-19; and other natural or man-made hazards. Equipment used in an activity may be misused or may break, fail, or malfunction.

Camping/Backpacking risks include scalding or other burns associated with cooking over a gas stove or open fire, gas explosion, or water contamination in natural water sources.

Other risks: Travel risks include vehicular accidents. A participant's mental, physical, or emotional condition (disclosed or undisclosed, known or unknown) combined with participation in the program activities could result in injury, illness, damage, death or other loss. Although TSS personnel will review participant's health information, TSS is not responsible for determining if someone can participate safely and cannot anticipate or eliminate risks or complications posed by participant's mental, physical or emotional condition and TSS may not be able to manage all medical conditions.

Due to the imprecise nature of most TSS activities, risks also include a TSS staff member, volunteer, rescuer, or contractor misjudging a participant's capabilities, health or physical condition, or some aspect of instruction, medical treatment, weather, terrain, water level or river, and/or terrain route.

I am (or my child is) voluntarily participating with knowledge of the risks. TSS cannot assure participants' safety and does not seek to eliminate all of the risks of the activities because they may serve the education or recreational outcomes of the program. **Therefore, I acknowledge and assume full responsibility for the inherent and other risks (both known and unknown) of these activities and for any injury, illness, 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 OF LIABILITY AND INDEMNITY AGREEMENT

I agree to release and not to sue TSS with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter "claim/s") for any injury, illness, damage, death or other loss in any way connected with my (or my child's) enrollment or participation in these activities or use of TSS equipment, facilities, or premises or that occur during any breaks, free time, or when signed out of activities including claims that TSS was negligent. I understand that in signing this Agreement, 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 except for claims of willful or wanton misconduct.

I agree to defend and indemnify (meaning to protect by reimbursement or payment including attorneys' fees and costs) TSS for all claim/s:
(a) brought by or on behalf of me, my child, spouse or other family member for any injury, illness, damage, death or other loss in any way connected with my (or my child's) enrollment or participation in these activities or use of TSS equipment, facilities, or premises; and/or
(b) brought by any other participant or other person for any injury, illness, damage, death or other loss to the extent caused by my (or my child's) acts or omissions in the course of participating in these activities or using TSS equipment, facilities, or premises.

This Release and Indemnity Agreement includes claims resulting from TSS' negligence (but not its willful or wanton misconduct or gross negligence), and includes claims for personal injury or wrongful death (including claims related to emergency or medical response, assessment or treatment), property damage, breach of contract or any other claim. For activities that occur on National Park Service or Region 4 Forest Service land, the above release and indemnity provisions are limited to claims arising from my (or my child's) negligence, gross negligence, or willful misconduct and the assumption of risk is limited to inherent risks. And notwithstanding any other provisions in this Release and Indemnity Agreement, nothing herein will be construed as the participant waiving its rights or releasing TSS from liability for damages and injury that occur on National Park Service or Region 4 Forest Service land caused by the negligence of TSS.

ADDITIONAL PROVISIONS

I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Wyoming mediator. I agree that Wyoming substantive law (without regard to its conflict of laws rules) governs this Agreement, any dispute I have with TSS, and all other aspects of my (or my child's) relationship with TSS and that any mediation, suit, or other proceeding must be filed or entered into only in Teton County, Wyoming. If I am not reasonably available, I authorize TSS staff, representatives, contractors, or other 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 and its partners to use my (or my child's) image in any manner, for advertising, display, audio visual, electronic or other use without prior authorization or compensation. This Agreement is intended to be interpreted and enforced to the fullest extent allowed by law.

If any portion of this Agreement is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect. I understand that data associated with me (or my child) may be used in aggregate as part of educational research projects associated with TSS to advance knowledge and understanding of teaching and learning. At no time will data be reported that is associated with a single individual participant unless expressed permission is given by the participant or parent of a minor. Participation is voluntary. I may opt out of a study (or opt out my child) at any time and it will not influence my (or my child's) involvement with the TSS programs. I (or my child) will not be asked to do anything that is not naturally part of the learning programs at TSS.

I have carefully read, understand, and voluntarily sign this Agreement. I understand I am surrendering legal rights and acknowledge that it shall be binding upon me, my minor children, spouse, other family members, and my heirs, executors, representatives and estate. I certify that I have legal authority to act on my child's behalf. This form supersedes similar provisions in any previous forms and will remain in effect for all TSS programs and activities unless withdrawn in writing and received by TSS before the start of the TSS program or activities.

Students aged 16 or over should sign below. If student is under 16, the parent can print the child's name. If the student is under 18 years of age (or if the student is a resident of Alabama and is under the age of 19) (or if the student is a resident of Mississippi and is under the age of 21), a parent or legal guardian must also sign below.

Participant Signature/ Firma del participante	Print name here/ Nombre en letra de molde	Age/ Edad	Date of birth/ Fecha de nacimiento
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Parent Parent or Legal Guardian Signature/ Firma del Padre o Tutor Legal	Today's Date/ Fecha de hoy	Print name here/ Nombre en letra de molde
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