

# **Wilderness Medicine Institute**

AN INSTITUTE OF THE NATIONAL OUTDOOR LEADERSHIP SCHOOL

## **STUDENT AGREEMENT**

### **(INCLUDING ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND INDEMNITY)**

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 a minor in my state of residence, agree and acknowledge as follows:

#### **ACTIVITIES AND RISKS**

I understand that WMI courses teach wilderness first aid, also known as wilderness medicine, and are taught in classroom and outdoor settings. The outdoor portions will occur during the day or at night in various types of environments from grass lawns to rugged wilderness-like terrain and in weather conditions that include heat, cold, wind, snow or rain or other conditions. I acknowledge that the activities of the course have risks, including certain risks 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 these activities can cause loss or damage to equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I understand that WMI 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. They may occur on lands open to the public, and exposed to the acts of persons not associated with WMI. Communication and transportation may be difficult and evacuations and medical care may be significantly delayed.
- WMI activities may be strenuous, physically and emotionally.
- Physical activities include running, hiking, repetitive lifting and carrying. Certain activities will require travel by foot and other means, over unimproved roads, hiking trails and rugged off-trail terrain including downed timber, river crossings, snow, ice, steep slopes, slippery rocks and other features. These travel risks include falling, drowning, becoming lost and others usually associated with such travel, including environmental risks.
- Environmental risks and hazards include flowing, deep and cold water; insects, snakes, animals; falling and rolling rock; lightning, falling timber, and unpredictable forces of nature, including weather which may change to extreme conditions without notice. Possible injuries and illnesses include hypothermia, frostbite, sunburn, heatstroke, dehydration, and other mild or serious conditions.
- 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 medical emergency in simulated situations. 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; unwelcome touching while acting the role of patient in a scenario; and emotional distress in response to training scenarios.
- WMI may require students to arrange their own transportation to locations away from the primary classroom from which further activities will be conducted. This 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.
- Equipment may fail or malfunction.
- 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, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
- WMI students, including minors, may have "free" time before, during and after their course. WMI has no responsibility for students during their free time before and after their course. WMI staff may from time to time provide assistance or even accompany students in these free time activities, but in doing so, they are acting as private individuals, and WMI is not responsible for their conduct. Even during the course WMI cannot continually monitor the behavior and activities of students and students must accept responsibility for themselves and others whether or not under the direct supervision of WMI staff.
- 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.
- WMI may from time to time use the services of private contractors for certain tasks, including, for example, transportation and food service. WMI is not responsible for the acts or omissions of such contractors.

I acknowledge that the staff of WMI has been available to more fully explain to me the nature and physical demands of my WMI course and the inherent risks, hazards, and dangers associated with this course.

## ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS

I understand and acknowledge that the description above (“Activities and Risks”) of the inherent risks of WMI’s activities is not complete and that other, including unknown or unanticipated, risks, inherent or otherwise, may result in property loss, injury, illness or death. I acknowledge that my participation in this WMI course is purely voluntary, and I wish to 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 WMI course. In addition, except with respect to an injury or other loss which occurs on lands whose rules or regulations prohibit my doing so as a matter of law, I expressly assume ALL risks of enrolling and participating in a WMI course, inherent or otherwise, and whether or not described above.**

## AGREEMENTS OF RELEASE AND INDEMNITY

If I am an adult student, or the parent of a minor student, I agree for myself and on behalf of the minor student for whom I sign, as follows:

I hereby release, hold harmless and agree not to sue WMI, the National Outdoor Leadership School (NOLS), its officers, trustees, agents, and staff including employees, volunteers and interns. ("Released Parties"), with respect to any and all claims of loss or damage to person or property by reason of injury, disability, death, or otherwise, suffered by me or by a minor student for whom I sign, arising in whole or part from my, or the minor student's, enrollment or participation in an activity of WMI, or transportation to and from such activities. **I agree further to indemnify ("indemnify" meaning to defend, and to pay or reimburse including costs and attorneys fees) Released Parties** against any claim by a member of my, or the student's, family, a rescuer, another student, or any other person, arising in whole or part from an injury or other loss suffered by me or caused by me, or by the minor student, in connection with my, or the minor student's, enrollment or participation in an activity of WMI. **These agreements of Release and Indemnity include claims of negligence of a Released Party, but not of gross negligence or intentionally wrongful conduct. They are intended to be enforced to the fullest extent permitted by law. These agreements of release and indemnity are of no force or effect with respect to an injury or other loss which occurs on lands whose rules or regulations prohibit such agreements as a matter of law.**

## OTHER PROVISIONS

If I am an adult or the parent of a minor student I further agree for myself and on behalf of the minor student for whom I sign, as follows:

WMI is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me or for the minor student. I understand that situations may arise in which third party medical care is not available and which require WMI 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 Physician Advisor by way of WMI's written Medical Protocols. Any such third-party medical care provider is authorized to exchange pertinent medical information with WMI. Costs associated with medical services, including evacuation shall be born by me.

I agree to be responsible for any damage I, or the minor student, may cause to the property of NOLS, WMI or others. WMI is not responsible for loss, theft or damage to a student's personal belongings at any time during the course, including storage by WMI or others.

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

Any dispute between me or the minor student and WMI 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 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 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 \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Parent or Guardian Signature      Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Parent or Guardian Signature      Date