STUDENT AGREEMENT

(INCLUDING ACKNOWLEDGEMENT & ASSUMPTION OF RISKS & AGREEMENTS OF RELEASE AND INDEMNITY) WILDERNESS MEDICINE



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, including certain risks, which are inherent. Inherent risks are those which cannot be eliminated without destroying the unique character of the activities. These elements can cause loss or damage to equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability, or death. I understand that NOLS 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.

- 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 evacuations and medical care may be significantly 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 unimproved roads, hiking trails and rugged off-trail terrain including downed timber, river crossings, snow, ice, steep slopes, slippery rocks, and other features. The risk of these activities includes falling, drowning, becoming lost, and others usually associated with such activities, including environmental risks.
- Environmental risks and hazards include, but are not limited to, flowing, deep and cold water; harmful insects, snakes, animals; falling and rolling rock; lightning, falling timber, and unpredictable forces of nature, including all types of weather which may change to extreme conditions without notice. Possible injuries and illnesses include wounds, bruises or infections; sunburn, bites or stings and insect or animal-borne diseases or infections; hypothermia, frostbite, heatstroke, flu-like or respiratory illness, and other debilitating or life-threatening conditions including COVID-19 and other diseases caused by coronaviruses.
- 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. 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 from which further activities will be conducted. 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, environment, terrain, water and weather conditions, natural hazards, travel routes, and medical conditions.
- NOLS is not responsible for students, including minors, before the start and after end dates of their course or if they depart early. Between the start and end date of the course students are not supervised before or after the established class time. Students may have homework assigned for after class, but this is not supervised by NOLS. NOLS has no responsibility for students 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 during free time, but in doing so, they are acting as private individuals, and NOLS is not responsible for their conduct.
- 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.
- 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 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.

I have read and understand the general information about NOLS and its courses including NOLS Wilderness Medicine's Admission Policies made available to me through the NOLS website. I acknowledge that the staff of NOLS has been available to more fully explain to me the nature, physical demands, 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 NOLS courses is not complete and that other, including unknown or unanticipated, risks, inherent or otherwise, may result in injury, illness, death or property loss. I acknowledge that my (or the minor student's) participation in this NOLS course is purely voluntary, and I wish to (or 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 (or 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. For activities that occur on National Park Service land and to the extent required by law, the above acknowledgement and assumption of risks is limited to assuming only the inherent risks.

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 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, participation, or presence on a NOLS course. **I agree further to indemnify ("indemnify" meaning to defend, and to pay or reimburse including costs and attorney's fees)** Released Parties against any claim by a member of my (or 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 (or by the minor student) in connection with my (or the minor student's) enrollment, participation in, or presence on a NOLS course. 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. Nothing in this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement shall be interpreted as me (or the minor student) releasing NOLS from liability for injuries, damage, death, or other loss to me (or the minor student) or others that may occur within the jurisdiction of the National Park Service and US Forest Service Region Four and is caused by NOLS' negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to NOLS' judgments and decisions, or NOLS' failure to take reasonable precautions to ensure it provides me (or the minor student) with safe and defect-free equipment.

OTHER PROVISIONS

NOLS is authorized to obtain or provide emergency evacuation, 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 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 advisor by way of NOLS written medical protocols. Any such third-party medical care provider 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, transportation and 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 (or the minor student) may cause to the property of NOLS or others. NOLS is not responsible for loss, theft, or damage to a student's personal belongings at any time during the course, including storage by NOLS or others.

Any dispute between me (or 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.

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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), at least one parent or guardian must also sign. I agree for myself, and on behalf of the minor student, to all of the 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:

I acknowledge that my participation in hiking, camping, backpacking, canoeing, swimming in lakes and/or 1. 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.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation 2. 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.

Should LL or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this 4. 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.

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 6. 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)

(print minor's name) ("Minor") being permitted by LL to In consideration of 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:		

NOLS Wilderness Medicine Student COVID-19 Vaccination Policy



Purpose

We are adopting this policy to prioritize the health of our students, employees, and NOLS communities, and reduce the risk of exposure to COVID-19.

This policy is based on guidance from the Centers for Disease Control and Prevention and OSHA, as applicable.

Policy

All students are required to be fully vaccinated against COVID-19 on all U.S. based NOLS Wilderness Medicine courses beginning in November 2021. Any COVID-19 vaccine approved by the <u>World Health Organization (WHO)</u> is an acceptable vaccine for the purposes of this policy.

Compliance will be on the following timeline:

- Students on courses beginning between November 1 and November 11, 2021 must have received the final vaccine dose prior to arrival at their course. Students who have not completed their two week waiting period after receiving their final dose must submit a negative COVID-19 test taken within 72 hours of the course start.
- Students on courses that begin on or after November 12, 2021 need to be two weeks or more past receiving the final vaccine dose prior to arrival at their course.

Wilderness Medicine instructors will review student vaccination cards at the start of the course.

Exemption requests in the categories noted below will be reviewed.

Exemptions

- Disability or documented medical contraindications to vaccines may allow an individual to be exempt from this requirement. Please see the procedure section below.
- Sincerely held religious beliefs, practices or observances that preclude vaccination may allow an individual to be exempt from this requirement. Please see the procedure section below.
- No exemption will be granted for students on WEMT courses due to healthcare facility requirements.

If granted an exemption, students will need to submit a negative PCR or antigen test taken within 72 hours before the course start, and students will be required to wear a

KN95 mask at all times during the course. On Wilderness Medicine classroom courses longer than five days, students will need to submit a rapid COVID test taken on day 6.

Exemption Request Procedures for Medical or Religious Reasons

Students seeking an exemption from this policy due to a medical reason, or because of a sincerely held religious belief, must submit a completed <u>Request for Accommodation</u> form to <u>wilderness_medicine@nols.edu</u> to begin the review process. Requests must be submitted not later than 28 days prior to the course start date.

Landmark Learning Expanded Practices for COVID-19 Student Agreement

The emergence of the COVID-19 pandemic raises questions about health and risk management while attending classroom-based training courses. Landmark Learning (LL) has always had curriculum and practices in place to educate students and to reduce the risk of disease transmission. Close physical contact is an inherent part of our courses. We interact with and touch each other when we practice the skills of wilderness medicine (e.g. - splinting, patient movement, bleeding control, basic life support), swift water rescue, and lifeguarding, and when we practice scenario-based learning. We will implement strategies to further mitigate the risk of disease transmission associated with physical proximity, but we cannot eliminate it.

Below is a list of practices that will be implemented on our campuses. Students agree to follow these practices and expectations for the duration of their course:

Health Screenings

Staff will provide health screenings (including temperature checks) each morning prior to class at 7:45AM. Students and staff will be evaluated for the following signs and symptoms:

- Cough
- · Shortness of breath or difficulty breathing
- Fever which meets or exceeds100.4 F/38F
- Chills
- Sore Throat
- Muscle Pain
- New loss of taste or smell during the past 24 hours
- In the past 14 days, close contact with someone suspected of or confirmed as having COVID-19
- Confirmed or suspected as having COVID-19 and have had a fever in the past three days and symptoms in the last 14 days

Students or staff presenting any of these symptoms will be asked to leave the course immediately.

Students who are dismissed due to failing the health screening may, upon recovery, transfer to a future course to complete their training. There will be no additional tuition fee, but the student may be responsible for additional travel, lodging, and meal expenses. Whenever possible, we will accommodate recovered students at courses hosted at LL campuses to mitigate these expenses. Students should contact the LL office to initiate this process.

Pre-Course

- All students must receive full COVID vaccination prior to their course. You may upload your vaccination record in your ACTIVE dashboard. Exemptions requests will be considered by the NOLS Wilderness Medicine office: <u>wilderness_medicine@nols.edu</u>
- All students are required to arrive with personal cloth or surgical masks. Depending on your course type, a number of KN-95s may be issued when the course starts. Your masks are meant to be rotated, wearing a different one each day and giving them 3 days before repeat wearing, so plan accordingly.
- All students are required to arrive with safety glasses or goggles. If these cannot be obtained prior to the course, goggles will be provided during the course. Prescription glasses are reasonable if they cover the orbital area, sunglasses may be worn during daylight hours if they cover the orbital area.
- We highly recommend students bring personal hand sanitizer.

- Students are asked to monitor their health for two weeks prior to the course and then not attend if they have signs of sickness. If you are ill before your course, contact the LL office for refunds or to transfer to a future course without penalty.
- Students are asked to follow best safety practices while traveling to the course, to limit the possibility of bringing disease to the course.

During the Course

- KN-95 face masks must be worn when class is held indoors, and when in close contact with others outdoors. Masks must also be worn whenever directed by course faculty.
- Masks, gloves, and corrective glasses or safety glasses/goggles must be worn during any physical contact (skills workshops and scenarios).
- Masks must be rotated daily. Isolate a worn mask for 3 days before wearing them again.
- Frequently touched objects and surfaces will be cleaned at least daily. This includes classroom and bathroom areas.
- The kitchen and dining areas must be cleaned and disinfected after each use.
- Students are asked to bring lunch or easy to prepare meals each day, in order to limit off-campus travel during class.
- Students are asked to limit travel from the course site to only essential travel, such as grocery stores, gas stations, laundromats, off-campus lodging (houses or hotels), medical care facilities, or uncrowded outdoor recreational spaces.

Post-Course Health Check

- Students should monitor their health for 14 days after their last course date and should report any COVID signs/symptoms to the LL office.
- Students who receive a positive COVID test result within 14 days after their last course date must report it to the LL office.
- LL will follow up with individual students reporting symptoms or positive test results to determine if following up with other classmates and faculty is necessary.
- All communications regarding health information will be kept confidential.

This is the baseline for Landmark's policies regarding COVID during our courses; it is possible that local restrictions or requirements may make modifications to these practices necessary and those will be considered and implemented on a course by course basis.

Statement of Agreement:

I have read and understood this entire document and agree to abide by these requirements for the duration of my course. By signing below I freely agree to follow all instructions given by LL administration or faculty and understand that failure to comply will result in dismissal from the course without a refund.

Signature _	Date	
-		

Print Name _____

Updated 09/21/2021; msp

WFA/WMPP RESCUE GEAR LIST

Bring the following items with you to your course. We try to be outside as much as possible regardless of the weather. Please come prepared so that you are comfortable.

**Personal Protective Equipment (PPE): KN-95 mask/s, one per day; safety glasses or goggles; gloves; hand sanitizer

*Positive attitude ready to share and take in information

*A Watch with seconds or a seconds hand

*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.